BY-LAWS

ARTICLE	DESCRIPTION	PAGE NUMBER
I	NAME AND PURPOSE	-1-
II	MEMBERS, VOTING AND MEETINS	-1-
III	BOARD OF DIRECTORS- MAKE UP AND TERM OF OFFICE	-4-
IV	OFFICERS-ELECTION AND REMOVAL	-7-
V	OPERATION OF THE PROPERTY-COMMON EXPENSES	-8-
VI	DUTIES AND OBLIGATIONS OF UNIT OWNERS	-11-
VII	AMENDMENTS	-14-
VIII	GENERAL	-14-

* * * * * * * * * *

DATE OF ADDITIONS

May 18, 1982

Feb 15, 1987

---------- -- June 11, 1987 ----

Aug 14, 1991

BY-LAWS

OF

APPLE VALLEY GARDENS ASSOCIATION, INC.

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Apple Valley Gardens Association, Inc. and the Declaration of Condominium of Apple Valley Gardens recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter called the "Declaration"), by Steven A. MacHutta, an individual (together with his successors and assigns hereinafter "Declarant"), the following are adopted as the By-Laws of Apple Valley Gardens Association, Inc. (hereinafter sometimes referred to as the "Association"), which is a non-profit corporation formed and organized to serve as an association of unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, executors, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 Members. This corporation shall have one class of members, and the rights and qualifications of the members are as follows:

a. Unit Owner Members. Every residential unit owner upon acquiring title to a residential 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.

b. One Membership Per Unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. A unit owner shall be entitled to one membership for each unit owned by him.

c. Transfer of Membership. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon transfer of title of that unit. Membership in the Association may not be transferred, except in connection with the transfer title 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 of the new owner, identification of unit, date of transfer, and information about the transfer which the Association may deem pertinent.

2.2 Voting Rights. Each member shall be entitled to the number of votes as set forth in Paragraph 19 of the Declaration.

2.3 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy. Proxies shall be

valid only for the particular meeting or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. The vote of the owners of a unit owned by more than one person or by some other entity shall be cast by a person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. 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 such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, or personally delivered, not less than five (5) days nor more than twenty (20) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the second Monday in October of each year for the purpose of electing directors and of 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 members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third or more of all votes entitled to be cast.

ARTICLE III

Board of Directors

3.1 Make-up and Term of Board of Directors. The condominium property, the business, and all of the affirs of the Association shall be managed by a Board of Directors, which shall consist of three members. The first Board (and its successors where applicable) shall be designated and appointed by the Declarant.

Directors shall be elected for a one year term. Each unit owner shall be entitled to one vote for each Director to be elected to the Board of Directors. The Board shall be elected by a plurality vote and shall hold office from the date of their election until the next annual meeting or until their successors are elected and qualified.

Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

3.2. 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 shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration and the Articles of Incorporation.

MINUTES OF A SPECIAL MEETING

OF

APPLE VALLEY GARDEN CONDOMINIUM, INC.

A special meeting of the Board of Directors of the above captioned corporation was held on the date, time, and at the place set forth in the written waiver of notice signed by all the directors, fixing such time and place, and prefixed to the minutes of this meeting.

All the members of the Board of Directors, being present, the meeting was called to order by the President. The President then advised that the corporaton had to amend the By-Laws of the corporation in order to bring the same into conformity with the Wisconsin Statutes. The matter was then discussed among the Board of Directors, and it was agreed that the By-Laws of the corporation would be so amended. Whereupon the motion was made, seconded and unanimously carried, that

RESOLVED, that Article 3.1 of the By-Laws is hereby amended to read as follows:

3.1 Number of Directors: Terms of Office

(a) The number of Directors constituting the whole Board shall not be less than three (3) nor more than seven (7), with the number at any given time to be determined by resolution of the Board or by resolution of the Association at an annual or special meeting. Except as provided in Sec. 3.1(b), the terms of office for the Directors shall be staggered so that approximately one-third of all Directors' terms expire annually. Each Director shall serve and hold office until a successor is elected, unless sooner removed.

(b) Upon adoption of these By-Laws, the Board shall initially consist of three (3) Directors to be appointed by Declarant to hold office until successors are elected for staggered terms at the first annual meeting of the Association to be had thirty (30) days after Units aggregating a percentage of ownership interest in Common Elements equal to or in excess of 75% have been sold and fee simple title transferred by Declarant or after the third year anniversary date of Declarant's transfer of fee simple title to the first Unit, whichever first occurs. The Board shall automatically be expanded to add, in addition to the Directors appointed by Declarant, one Director to be elected by the Owners (other than Declarant) prior to Declarant's conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 25%. After the conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 40% but prior

to the conveyance of Units aggregating such percentage equal to 50%, the Director previously elected by the Owners (other than Declarant) shall be re-elected or another Unit Owner elected by the owners (other than Declarant) to fill such directorship and at that time, one of the directorships filled by Declarant shall expire so that the Unit Owners (other than Declarant) elect one third of the Directors of the Board; provided, however, Declarant may (at its option) expand the Board to six (6) Directors at that time, in which event the Director previously elected by the Owners (other than Declarant) would continue to serve and a new Director would be elected by the Owners (other than Declarant) to fill one of the new directorships and the other new directorship would be filled by Declarant.

RESOLVED FURTHER, that Article 3.2 of the By-Laws is hereby amended to read as follows:

3.2 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 shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration and the Articles of Incorporation, and such powers and duties shall include, but not be limited to, the following: to enter and execute contracts, deeds, mortgages and all other documents and instruments necessary for Association purposes on behalf of all members, to incur debtedness on behalf of all Association members for association purposes and to execute promissory notes, checks, drafts, and other instruments and give such security as may be required therefore, provided that the liability of any given member shall be limited to his/her of their percentage of ownership interest, and to carry out all functions and purposes necessary for the operation of the condominium property, including acquiring and conveying property and suing on behalf of all members.

RESOLVED FURTHER, that Article 3.3 of the By-Laws is hereby revoked in its entirety.

RESOLVED FURTHER, that Article 3 of the By-Laws is hereby amended to add Article 3.12 as follows: No officer or director shall receive compensation for services rendered to the Association unless the same shall be established by the resolution of the members.

RESOLVED FURTHER, that Article 4.2 of the By-Laws is hereby amended to read as follows: The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall have all general powers and duties which are usually vested in the office of the

President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall preside at all meetings of the Association and board.

RESOLVED FURTHER, that Article 4.4 of the By-Laws is hereby amended to read: 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 books and records, and shall, in general, perform all the duties incident to the office of the Secretary. The Secretary shall also count votes at the meetings of the Association.

And finally, it was FURTHER RESOLVED, that Article I of the By-Laws is hereby amended to add the following sentence at the end of the first paragraph: The mailing address of the Association shall be N84 W16033 Menomonee Avenue, Menomonee Falls, Wisc. 53051.

The President then noted that the By-Laws of the Association should be amended to provide for conditions upon the sale or transfer of any unit by its owner. The matter was then discussed among the Board of Directors, and it was agreed that the By-Laws of the corporation should be so amended. Whereupon motion was made, seconded and unanimously carried, that

RESOLVED, that Article 9 of the By-Laws is hereby added to read as follows:

Conditions Upon Transfer of Sale, Assignment, etc., of Individual Units

9.1 Prior to the sale, exchange, assignment or other transfer of any individual unit by its then owner, the then owner of said unit shall apply for and obtain approval of said sale, exchange, assignment or other transfer from the Board of Directors of Apple Valley Garden Condominium Association, which approval shall not unreasonably be withheld.

9.2 Fee upon transfer. Upon any sale, exchange, assignment or other transfer of any unit, the owner of said unit shall pay to the condominium association a transfer fee of $100.00.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

Dated: May 18, 1982

By: Gloria MacHutta
Secretary Gloria MacHutta

Approved:

Steven A. MacHutta, President

Hulda Pinter
Hulda Pinter-Director

Please attach these amendments to your by-laws.

NOW, THEREFORE, BE IT RESOLVED; That Article VI, paragraph 6.1 be amended by adding the following subparagraph j.:

i. Where more than one residential unit is owned by a common owner, said owner shall not rent, lease or otherwise so demise more than one residential unit. This subparagraph shall only apply to unit owners who purchase additional units after February 15, 1987.

ii. In any proceedings arising out of any alleged default by a unit owner of this subparagraph, Apple Valley Gardens Association, Inc. shall be entitled to recover the costs of such proceeding and such reasonable atto rneys fees as may be determined by the court.

iii. The violation of this subparagaph by a unit owner shall give the directors the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such breach.

There being no other further business to come before the meeting, the same, upon motion duly made and seconded, was adjourned.

June Halfmann, Secretary

ATTEST:

Osborne Johnson, Chairman

We, the undersigned, being all of the directors of Apple Valley Gardens Association, Inc., do hereby severally waive any and all notice of the time, place and purpose of this Special Meeting of Directors and do hereby approve the minutes thereof and consent to all action thereat.

Osborne Johnson

June Halfmann

Lois Klug

Carol Hemman

Ray Max

MINUTES OF MEETING

APPLE VALLEY GARDENS ASSOCIATION, INC.

A Meeting of the Board of Directors of Apple Valley Gardens Association, Inc. was held on June 11, 1987 at the offices of the Corporation, whereupon there was a discussion regarding the recent and continued problems with various tenants of rented units, including limited and indirect control by the Board of the tenants' conduct, tenants' failure to follow condominium rules, disturbances of owner occupied unit owners by tenants concern for maintaining the value of the owner occupied condominium units, and discouraging investment ownership. Several residents recited their complaints. The matter was then discussed among the Board of Directors and it was agreed that the By-Laws of the corporation should be so amended.

Whereupon, a motion was made, seconded, and unanimously carried that:

RESOLVED, That Article IX of the By-Laws as amended by a Special Meeting dated May 18, 1982 is repealed and amended to read as follows:

9.1 Consent for Transfer or Lease. Prior to the sale, exchange, rental, leasing renewal of existing leases, or any other form of transfer of any individual unit by its then owner, and in order to preserve the high standards of maintenance care and other benefits from low turn over of occupants, no unit may be sold, exchanged, leased, rented, or transferred without the prior written consent of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner accompanied by such information concerning the proposed tenant and lease or proposed purchaser and sales terms as the Board of Directors uniformly requires within fifteen (15) days after such request, and failure to do so within this stipulated time shall constitute a consent by the Board of Directors to the proposed leasing or sale.

The consent required in this By-Law shall be applicable to any and all sales, transactions, and new leases after June 11, 1987, or renewal of existing leases, under whose present terms, expire after June 11, 1987.

9.2 Fee Upon Transfer. Upon any sale, exchange, assignment, lease, or renewal of lease, the owner of said unit shall pay to the condominium association a transfer fee of One Hundred Dollars ($100.00).

9.3 Tenant Leases of Units. No tenant or lessee of any unit owner shall be under the age of eighteen (18) or be occupied by more than two unrelated individuals. Copies of all existing leases and new leases shall be deposited with the Secretary of the Board of Directors of the Association. No leases shall be approved that are less than for a period of one (1) year.

June M. Halfmann
June Halfmann - Secretary

ATTEST:

Osborne Johnson
Osborne Johnson - Chairman

We the undersigned, being all the directors of Apple Valley Gardens Association, Inc. do hereby severally waive any and all notice of the time, place and purpose of the Special Meeting of Directors and do hereby approve the Minutes thereof and consent to all action therein.

Osborne Johnson
Osborne Johnson

June M. Halfmann
June Halfmann

Lois Klug
Lois Klug

Carol Hemman
Carol Hemman

Raymond Max
Raymond Max

3.3 Election and Term of Directors. At the annual meeting of the Association, the members shall elect three (3) Directors to serve until the next annual meeting and until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner provided hereinafter.

3.4 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members.

3.5 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 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 meeting of the Board of Directors shall not be required.

3.7 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) 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.

3.8 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.

3.9 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time 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.

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

3.11 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 persons (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 affiars, 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.

ARTICLE IV

Officers

4.1 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. Upon the affirmative vote of a majority of the members of the Board of Directors, an officer may be removed, either 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.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. 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 designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association

in accordance with the provisions herein.

4.3 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 neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 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 books and records, and shall, in general, perform all the duties incident to the office of Secretary.

4.5 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 belonging to 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 charges and assessments made by the Association.

ARTICLE V

Operation of the Property - Common Expenses

5.1 Common Expenses. The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the shares payable by the members to meet the common

expenses of the Association for the ensuing year. The budget shall be prepared and determined by September 15 of each calendar year and the amounts required by such budget shall be allocated among the members of the Association according to their respective percentages of ownership in the common areas as set forth in the Declaration. The initial assessment shall be $90.00 per month. Said assessment shall commence on Decmeber 1, 1979.

The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable by each of them 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.

The budget may provide for two funds, one of which would be designated the "operating fund" and the other the "reserve fund." The operating fund would be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of wages, materials, insurance, services and supplies. The reserve fund would be used for contingencies and replacement expenses. In the event that the Association incurs extraordinary expenditures not originally included in the annual estimate, then such sums as may be required would first be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Directors may levy a further assessment which shall be charged to each owner in proportion to his interest as set forth herein.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease

of any unit whose owner has elected to sell or lease pursuant to the provisions of the Declaration. It may also be used to discharge construction liens or other encumbrances levied against the entire property, or any part thereof which may constitute a lien against the common property rather than against the unit interest of particular owners. The unit owner responsible for any such lien shall be specifically assessed for the full amount thereof.

The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible thereof.

All of the preceding shall constitute common expenses and charges and this assessment shall be paid in monthly installments to the Association on or before the first day of each month within ten (10) days of the due date. If not paid on or before the due date, the charges shall bear interest at the rate of twelve (12%) per cent per annum until paid in full.

In the event of a failure on the part of a unit owner to pay any installment of the assessment within the time herein specified, such shall constitute a default hereunder and, in the event of such default, all of the unpaid balance of the assessment shall immediately become due and payable. The Board of Directors shall take appropriate measures to collect the unpaid assessments as may be allowable by law. The costs of collection, including reasonable attorneys fees, shall be borne by the defaulting unit owner. No unit owner who is in default in the payment of his common expense assessment shall be entitled to vote at any regular or special meeting of the

members of the Association.

ARTICLE VI

Duties and Obligations of Unit Owners

6.1 Rules and Regulations. The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following: See amendment dated 2/15/87

a. Use. No residential unit owner shall occupy or use his unit or the limited common areas 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 owner, the owner's family, or the owner's lessees or guests. Apple Valley Gardens is intended as a mature residential community, ~~and occupancy is restricted to adults only, that is persons age 18 and older~~. No parking unit owner shall use his unit other than as a motor vehicle parking area and shall not park a vehicle thereon so as to obstruct any other unit. Amended 8/14/91 X

b. Obstructions. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Association.

c. Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons,

or which would be in violation of any law or ordinance. No waste will be committed in the commons.

d. Signs. No sign of any kind shall be displayed to public view on or from any unit or the commons without the prior consent of the Association.

e. Animals. No animals, mammals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the commons, subject to the rules and regulations which may be hereafter adopted by the Association regarding same.

f. Parking. Outside parking shall be restricted to private passenger automobiles and shall be confined to the areas of the commons designated for parking.

g. Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

h. Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

i. Conflict. The above rules and regulations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration and the documents, contracts, declarations and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, documents and easements referenced therein shall govern.

6.2 Maintenance and Repair of Units. Every unit owner must perform properly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

6.3 Limited Common Areas. Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structure, other than moveable furniture or decorative furniture or decorative pieces shall be placed on said limited common area, and, permanent or moveable barbecue pits or grills shall be placed thereon only in accordance with applicable state and municipal fire regulations. Every unit owner shall have the right to decorate the limited common area appurtenant to his unit in a nonstructural manner provided that decorations (except for curtains, drapes and shades) which are visable from the adjoining streets or other units shall have the prior written approval of the Board of Directors of the Association.

6.4 Amendment and Adoption of Additional Rules and Regulations. The Board may from time to time adopt additional rules and regulations governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas, and the units, not inconsistent with the terms of the Declaration or with the contracts, documents, declarations and easements referenced therein, and the Association's members shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration.

ARTICLE VII

Amendments

7.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose by an affirmative vote of two-thirds (2/3) of all of the votes entitled to be cast.

7.2 By Directors. These By-Laws may also be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors by an affirmative vote of a majority of the Directors present at any meeting at which a quorum is in attendance; but no By-Laws adopted by the members of the Association shall be amended or repealed by the Board of Directors if the By-Law so adopted so provides.

ARTICLE VIII

General

8.1 Fiscal Year. The fiscal year shall begin on the first day of January and end on the last day of December of each year.

8.2 Seal. There shall be no corporate seal.

8.3 Record of Ownership. Every unit shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto and shall file such document with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

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

8.5 Indemnity of Officers and Directors. Every person who is or was a Director or officer of the Association shall (together with the heirs, executors, and administrators of such person) 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 gross 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 gross 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 may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

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

8.7 INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision thereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the ASSOCIATION or BOARD OF DIRECTORS to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

8.8 SWIMMING POOL USE: The SWIMMING POOL and the surrounding areas are for the use EXCLUSIVELY for the unit owners and immediate family. Adult guests are permitted over the age of eighteen (18) years that are the guests of the unit owners. NO CHILDREN will be permitted in the pool and the surrounding areas under the age of 18 but only on specified days as herein provided.

8.8a- CHILDREN UNDER EIGHTEEN (18): shall have the privilege to use the swimming pool on Tuesdays and Fridays during the hours of 2:00 P.M. to 6:00 P.M. providing the parent or guardian remains with the child. The unit owner shall assume full RESPONSIBILITY for the welfare and protection of their guests in the use of the swimming pool. This rule will be strictly enforced.

-END OF BY-LAWS-