Part 2:

BYLAWS OF THE

LAURELWOOD CONDOMINIUMS, INC.

UNIT OWNERS ASSOCIATION

BYLAWS

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BYLAWS
OF
Laurelwood Condominiums, Inc.

The following Bylaws are accepted by Laurelwood Condominiums, Inc. as of June 24th, 1997.

All defined terms used herein but not otherwise defined herein shall have the same meaning ascribed.

Article I. Purposes

Section 1. Purposes. The purposes for which this Corporation is organized and shall be operated are as follows:

(a) to serve as an association of Unit Owners in Laurelwood Condominium under the Wisconsin Condominium Ownership Act (hereafter the corporation shall be referred to as the "Association").

(b) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) to engage in any lawful activity included in and permitted under the Wisconsin Condominium Ownership Act, the Declaration and the purposes for which a nonstock, nonprofit corporation may be organized.

Article II. Offices

Section 1. Principal Office. The principal office of the corporation shall be located at 225 East Mason Street, City of Milwaukee, County of Milwaukee. The corporation may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2. Registered Office. The initial registered office shall be the same as the principal office.

Article III. Association

Section 1. Membership. The Association shall have one (i) class of voting Membership. The Members shall be all the Unit Owners. Members shall have one vote for each Unit owned. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, or upon entering into a land contract for the purchase of a unit, 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. In the event a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 2. Unit Owner Prohibited from Voting. No Unit Owner may vote at any meeting if his monthly assessment fee is thirty (30) days past due

and/or the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3. Proxies. Any Unit vote may be cast pursuant to a proxy executed by the Unit Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 4. Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name and address of each person or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

Section 5. Annual Meetings. The first annual meeting of the Unit Owners shall be held within twelve (12) months following the date of recordation of the Declaration, or on or before the date of conveyance of Units by the Declarant to which seventy-five percent (75%) or more of the Allocated Interests in the condominium appertain, whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Association held after the first annual meeting shall be held on the same day of the same month of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal holiday. Meetings of the Association shall be held at the office of the Condominium or at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 6. Special Meetings. The President, the Board of Directors or the Members having one-twentieth of the votes in the Association may call a special meeting, upon a written petition signed by Unit Owners holding not less than thirty-three percent (33%) of the Allocated Interests in the Condominium. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 7. Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered; provided however, the Secretary of the Association shall certify in writing that such notice was personally delivered to the Unit Owner.

Section 8. Conduct of Meetings. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a Majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 9. Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a Majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 10. Quorum. A quorum for the purposes of general or special meetings shall consist of thirty-three percent (33%) of the votes entitled to vote unless otherwise required by the Act, Declaration or any of the Condominium Documents.

Section 11. Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Unit Owners (and Mortgagees, if required,) shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the meetings of the Association.

Article IV. Board of Directors

Section 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the corporation solely in accordance with the purposes for which the corporation was organized.

Section 2. Number; Declarant Control.

(a) The Declarant shall designate three (3) persons to the initial Board of Directors. None of the Directors designated by Declarant must be a Unit Owner and each shall serve until control of the Association passes to the Unit Owners as provided in this Section. The Board of Directors shall be expanded to a maximum of five (5) Members, in the manner and at the times set forth below. Each Member of the Board of Directors elected other than the three (3) Directors designated by Declarant must be a Unit Owner.

(b) At the first annual meeting, if Units sold equal twenty-five percent (25%) or less of the Allocated Interest in the Condominium, then the Unit Owners, other than the Declarant shall elect one Director; thereafter, the Board of Directors shall be composed of four (4) persons; or

(c) At the first annual meeting, or at such time as the Units sold equal at least 26% but no more than fifty percent (50%) of the Allocated Interest in the Condominium, then the Unit Owners other than the Declarant shall elect two Directors; thereafter, the Board of Directors shall be composed of five (5) persons.

(d) A special meeting shall be held on or before forty-five (45) days after the earlier to occur of (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%)

of the Allocated Interest of the Condominium appertain or (ii) the date of expiration of ten (10) years from the date of the first conveyance to any purchaser other than Declarant of any Unit in the Condominium, at which special meeting all remaining Members of the Board of Directors appointed by the Declarant shall resign and one (1) new Member of the Board of Directors shall be elected by all Unit Owners, including the Declarant, to the extent the Declarant then owns any Units. These Members of the Board of Directors shall serve until their successors shall have been elected at the next succeeding annual meeting.

(e) For purposes of this Article, the calculation of the percentage of Units sold shall be based on the percentage of undivided interest appertaining to each Unit which has been conveyed assuming that all the Units to be included within the condominium pursuant to any expansion thereof are included in the condominium.

Section 3. Term of Office. Each Director shall serve a term of one year beginning after the conclusion of the annual meeting and continuing until the next annual meeting.

Section 4. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, Declaration and any of the Condominium Documents. Such powers and duties shall include, but not be limited to, the following:

(a) To promulgate and enforce the Rules and Regulations.

(b) To contract for and dismiss the services of accountants or other employees or agents and to pay to said persons reasonable compensation.

(c) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(d) To operate, maintain, repair, improve and replace the common Elements and facilities as provided for in the Declaration and other Condominium Documents.

(e) To ascertain the amount of and pay the Common Expenses.

(f) To enter into contracts, deeds, leases, or other written agreements which authorize the execution and delivery thereof by the appropriate officers.

(g) To open bank accounts on behalf of the Association and designate the signatories required therefor.

(h) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.

(i) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Documents with respect to the Units and the Common Elements and to obtain insurance in accordance with these Bylaws and to settle any claim

under any such policies of insurance.

(j) To repair or restore the Property as required by the Act and/or the Declaration.

(k) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(l) To keep adequate books and records as required by the Act and the Condominium Documents.

(m) To have a corporate seal, if required.

(n) To approve and sign checks and issue payment vouchers.

(o) To pay off liens against any portion of the Property.

(p) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(q) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Two Thousand Five Hundred Dollars ($2,500) without the prior consent of at least sixty-six percent (66%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose.

(r) Purchasing on behalf of all Unit Owners any Unit whose Unit Owner has elected to sell such Unit or any Unit which is to be sold at a foreclosure or other judicial sale; such authority shall include the power to subsequently sell or otherwise convey such property, provided, however, that the Board of Directors may not take any such action set forth within this subsection, either buying or selling, without the prior consent of a least sixty-six percent (66%) of the votes of all Unit Owners in the Association obtained at a meeting duly called and held for such purpose.

(s) Contract for the services of a Managing Agent and to delegate to a Managing Agent all of its foregoing powers, duties and responsibilities referred to above except for those set forth in subparagraphs (a), (c), (f) (except for contracts under $5,000.00), (g), (h), (i), (q), and (r), above and to bring, prosecute or settle litigation.

(t) To appoint an Architectural Control Committee which shall be empowered to review and approve all exterior improvements, alterations and modifications to the Condominium.

Section 5. Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings.

Section 6. Special Meetings. Special meetings of the Board of

Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 7. Removal of Members of the Board of Directors. The Declarant may by written notice to the Board of Directors remove any Director appointed to the Board of Directors by Declarant and appoint a successor Director. Any Director, except for a Director appointed by the Declarant, may be removed from office either with or without cause, by the affirmative vote of a Majority of Directors then in office taken at a special meeting of Directors called for that purpose.

Section 8. Incapacity or Death of a Director. If a Director shall be incapacitated to the extent he is unable to perform his duties as a Director or if a Director dies during his term as a Director, then a new Director shall be chosen as provided for in Section 9 of this Article.

Section 9. Vacancies. Except for Directors appointed by Declarant, any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a Majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 10. Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by facsimile machine to each Director at his last known address, or by telegram. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when given to the telegraph company. Whenever any notice is required to be given to any Directors of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 11. Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 12. Quorum. A Majority of the Directors then in office shall constitute a quorum for the transaction of business at any

meeting of the Board of Directors, but though less than a quorum is present at a meeting a Majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 13. Manner of Acting. 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, unless the act of a greater number is required by these Bylaws or by law.

Section 14. Compensation. The Board of Directors, by affirmative vote of a Majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 15. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 16. Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors or Members of such committee.

Section 17. Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Article V. Officers

Section 1. Principal officers. The principal Officers of the corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant Officers as may be deemed necessary shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President.

Section 2. Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors or until his successor is duly elected and qualified unless sooner terminated by his death, resignation or removal.

Section 3. Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby,

but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the Board of Directors. He may sign, with the Secretary or any other officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given; (c) be custodian of the corporate books and records of the corporation; (d) count all votes at any meeting of the Association; and, (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall at the expense of the Association obtain a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due-and payable to the corporation from any source whatsoever;(c) deposit all monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and, (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the corporation.

Section 10. Qualifications. All Officers shall be Unit Owners, except for the Officers selected by the Board of Directors when controlled by Directors designated by the Declarant.

Article VI. Indemnification

Section 1. Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

(a) "Director" or "Officer" shall mean any of the following:

(i) a natural person who is or was a Director or Officer of the corporation;

(ii) a natural person who, while a Director or Officer of the corporation, is or was serving at the corporation's request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise;

(iii) a natural person who, while a Director or Officer of the corporation, is or was serving an employee benefit plan because his duties to the corporation also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; and

(iv) unless the context requires otherwise, the estate or personal representative of a Director or Officer.

(b) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(c) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(d) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(e) "Proceeding" shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the corporation or by any other person.

Section 2. Mandatory Indemnification.

(a) The corporation shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because he is a Director or Officer of the corporation.

(b) In cases not included under subparagraph (a), above, the corporation shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the corporation, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the corporation and the breach or failure to perform constitutes any of the following:

(i) a willful failure to deal fairly with the corporation or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;

(ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;

(iii) a transaction from which the Director or officer derived an improper personal profit; or

(iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (b) shall be made under the provisions of Article VI Section 3 hereof. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (b).

(c) A Director or Officer who seeks indemnification under this section shall make a written request to the corporation.

(d) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same Expenses from any person, including the corporation, in connection with the same Proceeding.

Section 3. Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the corporation, determination of whether indemnification is required under subsection (b) of Article VI Section 2 shall be made by one of the following methods: (i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who are parties to the Proceeding) consisting solely of two or more Directors who are not at the time parties to the Proceedings; (ii) by a panel of three arbitrators consisting of (a) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification, and, one arbitrator selected by the other two arbitrators; (iii) by a court of competent jurisdiction; or (iv) by any other method provided for under Article VI Section 5.

Section 4. Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the corporation may pay or reimburse his reasonable Expenses as incurred if the Director or officer provides the corporation with all of the following:

(a) a written affirmation of his good faith belief that he or she has not breached or failed to perform his duties to the corporation; and

(b) a written undertaking, executed personally or on his behalf, to repay the allowance, and, if required by the corporation, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Article VI Section 3 hereof that indemnification under Article VI Section 2 is not required and that indemnification is not ordered by a court under Article VI Section 6. The undertaking under this Subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 5. Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Article VI Section 5, the provisions of Article VI Section 2 and Article VI Section 4 hereof do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

(a) the written agreement between the Director or Officer and the corporation; or

(b) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the corporation shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the corporation that the Director or Officer did not breach or fail to perform a duty he owes to the corporation which constitutes conduct under Article VI Section 2(b)(I)-(iv). A Director or Officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this Article VI shall affect the corporation's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

(a) as a witness in a Proceeding to which he is not a Party; or

(b) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the corporation.

Section 6. Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the corporation, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Article VI Section 3(iii) or for review by the court of an adverse determination under Article VI Section 3(I), (ii) or (iv).

Section 7. Contract. The assumption by a person of a term of office as a Director or Officer of the corporation or, at the request of the corporation, as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Directors or officers as of the adoption of this Article VI, shall constitute a contract between such person and the corporation entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the corporation of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 8. Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the corporation, or is or was serving at the request of the corporation as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether the corporation would have the power to indemnify him against such liability under the provisions of this Article VI or Chapter 181 of the Wisconsin Statutes.

Section 9. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

Article VII. Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 2. Preparation of Budget. The Declarant shall prepare a budget for the first fiscal year of the Condominium. Each year thereafter, the Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and after the sale of the first Unit for a "reserve for replacement fund". Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article VII to pay his Allocated Interest of the Common Expenses based upon such budget.

Section 3. Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses shall include normal and recurring expenses including, but not limited to, management services, insurance, common services, administration, materials and supplies.

Section 4. Reserve for Replacement Fund. The reserve for replacement fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses may include, but not be limited to, roof replacement and driveway/ parking lot resurfacing. These funds may be kept in the same bank account as the Operating Funds, but must be accounted for separately in the general ledger maintained by the Association.

Section 5. Reserve Operating Fund. From and after the date of sale of the first Unit, the Board of Directors, in an account separate from the operating fund and reserve for replacement fund, shall establish and maintain adequate reserves for the payment of extraordinary expenses. The reserve operating fund shall have a balance of at least two (2) times the monthly Assessments collected from all the Unit Owners. The initial funding of the reserve operating fund shall come from the buyers of individual units at the time of closing when they will advance an amount equal to two (2) months installments of the regular annual Association assessment. If at any time the Board of Directors use any portion of the funds in this account, each Unit Owner will be assessed their prorata share of the expenditure. The Declarant is prohibited from using the reserve operating fund to defray any of its expenses, reserve contributions, or construction costs, or to make up any budget deficits while it is in control of the Association pursuant to Article IV of these Bylaws.

Section 6. General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined and that one-twelfth of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year. For purposes of this Article VII Section 6, the Declarant shall be responsible for the payment of the Assessment as outlined in Section 6.1 of the Declaration.

Section 7. Special Assessments. The Board of Directors, upon the affirmative vote of sixty-six percent (66%) of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the operating fund, reserve replacement fund, or operating reserve fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Documents upon the affirmative vote of sixty-six percent (66%) of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit or for any other matter stated in the Condominium Documents incurred by the Association, then the Unit Owner shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to each Unit Owner of the amount assessed to each Unit, the date when payment of the amount is due and the reason for the Special Assessment.

Section 8. Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within fifteen (15) days after the date such payment is due, a late payment penalty equal to

Ten Dollars ($10.00) shall be assessed against the Unit; and if any payment for any Assessment is not received by the Association within thirty (30) days after the date such payment is due, a late payment penalty equal to Twenty-Five Dollars ($25.00) shall be assessed against the Unit for each thirty (30) day period the payment is late. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.16 of the Act. The Association or the Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 9. Books and Accounts. The Treasurer shall keep the books and accounts of the Condominium Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

Article VIII. Rules And Regulations

Section 1. Rules and Regulations. In addition to the Rules and Regulations initially promulgated by the Declarant, the Board of Directors may enact Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Documents. Copies of and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

Section 2. Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than $25.00 per day per violation, nor more than $100.00 per day per violation.

Article IX. Insurance

Section 1. Directors' and Officers' Liability. The Board may obtain and maintain, in a reasonable amount, Directors' and Officers' Liability insurance coverage to protect against wrongful and dishonest acts on the part of the Officers, Directors, employees and other agents of the Association, including the Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association.

Article X. Repair and Reconstruction After Fire or Other Casualty

Section 1. General Requirements

(a) When Repair and Reconstruction are Required. Except as provided in paragraph (b) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his or her own Unit.

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 11, Article III of these Bylaws and shall constitute the determination by the Association and the Unit Owners to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Unit Owners, then the vote of one Unit Owner shall be sufficient to determine to repair or reconstruct.

(b) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days after the date of such destruction, Unit Owners owning Units to which at least eighty percent (80%) of the votes in the Association appertain and eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of the units that are subject to mortgages held by eligible holders agree to waive and terminate the Condominium regime, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Allocated Interest after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. In the event of a partition pursuant to Section 9.2 of the Condominium Declaration, all Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees' written consent to the Unit Owner's intended vote. Until the execution of judgement partitioning the Condominium, each Unit Owner, and his or her heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his or her Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may

also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(b) Casualty Assessments. If the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, the funds for the payment thereof are insufficient, special casualty assessment in sufficient amounts to provide payment of such costs shall be deemed to be a general obligation of all Unit Owners; accordingly, the Board shall levy such special casualty assessments against all Unit Owners in proportion to the respective Allocated Interest of all Units. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(c) Determination Amount of Special Casualty Assessment; Use of Reserve for Replacement Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any reserve for replacement fund at its then current level, the Board may utilize such reserve for replacement fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(d) Plans and Specifications. Except upon the approval of the Association, any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 3. Disbursements.

(a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board from collections or special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars ($100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars ($100,000.00), then the construction fund shall be disbursed in payment of such costs by the Insurance Trustee upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Insurance Trustee to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (I) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other

outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 2 of this Article in proportion to their payments.

(c) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 4. Common Elements: When Reconstruction Is Not Required. If the Board elects not to repair insubstantial damage to the Common Elements, the Board shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Allocated Interests.

Article XI. Compliance and Default

Section 1. Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Documents, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit owner to the relief as provided in this Article XI.

Section 2. Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Documents or the Act by the Unit owner, his family members, guests, invitees, employees and/or agents. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are Special Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit

Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

Section 3. Waiver. 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.

Article XII. Amendments

Section 1. Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members, at a meeting called for such purpose, by an affirmative vote of Unit Owners of Units to which at least seventy-five (75%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit Owners.

Section 2. Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit at the following:

(a) if to the Unit owner, at the address shown on the Membership Roster; and

(b) if to the Association or its Managing Agent, at the registered office of the Association.

Article XIII. Miscellaneous

Section 1. Invalidity. The invalidity or unenforceability of any portion of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 2. Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 3. Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Directors of this corporation which would not be permitted to be taken by an organization described in Section 528 of the Internal Revenue Code of 1986, as amended.

Section 4. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

Section 5. Defined Terms. Terms defined in the Declaration shall have the same meaning herein unless the context clearly indicates to the contrary.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed this 24th day of June, 1997.

Laurelwood Condominiums, Inc.

By: Craig A. Raddatz
Craig Raddatz
Its:. President/Treasurer

Attest: Terri Hansen
Terri Hansen
Its: Vice President/Secretary

AMENDMENT TO THE BY-LAWS OF
LAURELWOODS CONDOMINIUMS, INC.

Amendments, deletions and modifications to the By-Laws shall be as follows:

1. Article II, Section 1, Principal Office, shall be struck and replaced with the following:

   The principal office of the Corporation shall be the property manager's business office address, or such other office as the Board of Directorss may designate from time to time.

2. Article III, Section 5, Annual Meetings, shall be struck and replaced with the following:

   Unless otherwise determined by the Board of Directors, the annual meeting of the Association shall take place during the month of October of each calendar year. The actual date, time and place during the month of October for said meeting shall be established by the Board of Directors from time to time.

3. Article IV, Section 2, Number, Declarant Control , shall be struck in its entirety and replace with the following:

   The Board of Directors shall consist of not less than three (3) members and no more than five (5) members, all of whom shall be a unit owner and shall occupy the unit. Election for board members shall take place on an annual basis. The number of members to the Board of Directors may be changed from time to time, at the direction of the Board of Directors.

4. Article IV, Section 3, Term of Office, shall be struck in its entirety and replaced with the following:

   The total number of directors shall be divided into two (2) groups. The term of the directors in the first group shall expire at the first annual shareholder meeting after their election. The term of the directors of the second group shall expire at the second annual shareholder meeting after their election. At each annual shareholder meeting held thereafter, the number of directors equal to the number of the group whose term expires at the time of the meeting shall be chosen for a term of two (2) years.

5. Article VII, Section 2, Preparation of Budget, strike the first sentence and add to the end of said Section the following:

> The annual budget must set forth: i) all anticipated common expenses and any amounts to be allocated to a statutory reserve account and to any other funds for future expenditures; ii) the amount and purpose of any other anticipated Association expenditure; iii) the amount in any statutory reserve account and any other funds held for future expenditures ;iv) any common surpluses; v) the amount and source of any income other than unit owner assessments; vi) the aggregate amount of any assessments to be levied against unit owners and the purpose of the assessments.

6. Article VII, Section 4, Reserve for Replacement Fund, shall be struck in its entirety and replace with the following:

The Board of Directors shall establish and maintain a statutory reserve account to hold reserve funds, which are defined as those funds reserved for repair or replacement of common elements other than routine maintenance. The Board of Directors may consider, in establishing the amount of the unit owners assessment to be devoted to the statutory reserve account, the following: the estimated cost of repairing or replacing common elements, (excluding routine maintenance), the estimated remaining useful life of common elements, whether "other means" will fund in part the account, and any other factor that the Board considers relevant. The Board of Directors may also hire experts or other consultants to undertake a study to assess the useful like and anticipated cost of repair of common area components. The statutory reserve account may be kept in the same bank as the operating fund, but must be accounted for separately in a general ledge maintained by the Association. The assessment for the statutory reserve account shall be included as part of the annual assessment and each unit owner will be assessed their pro rata share to fund statutory reserve account.

Any reference in these by-laws or any other document of the corporation that references "reserve replacement fund" or "operating reserve fund" shall be replaced with the "statutory reserve account".

6. Article X, Section 1 (B), When Construction is Not Required, strike the last two (2) sentences of said section beginning with " In the event of a partition….."

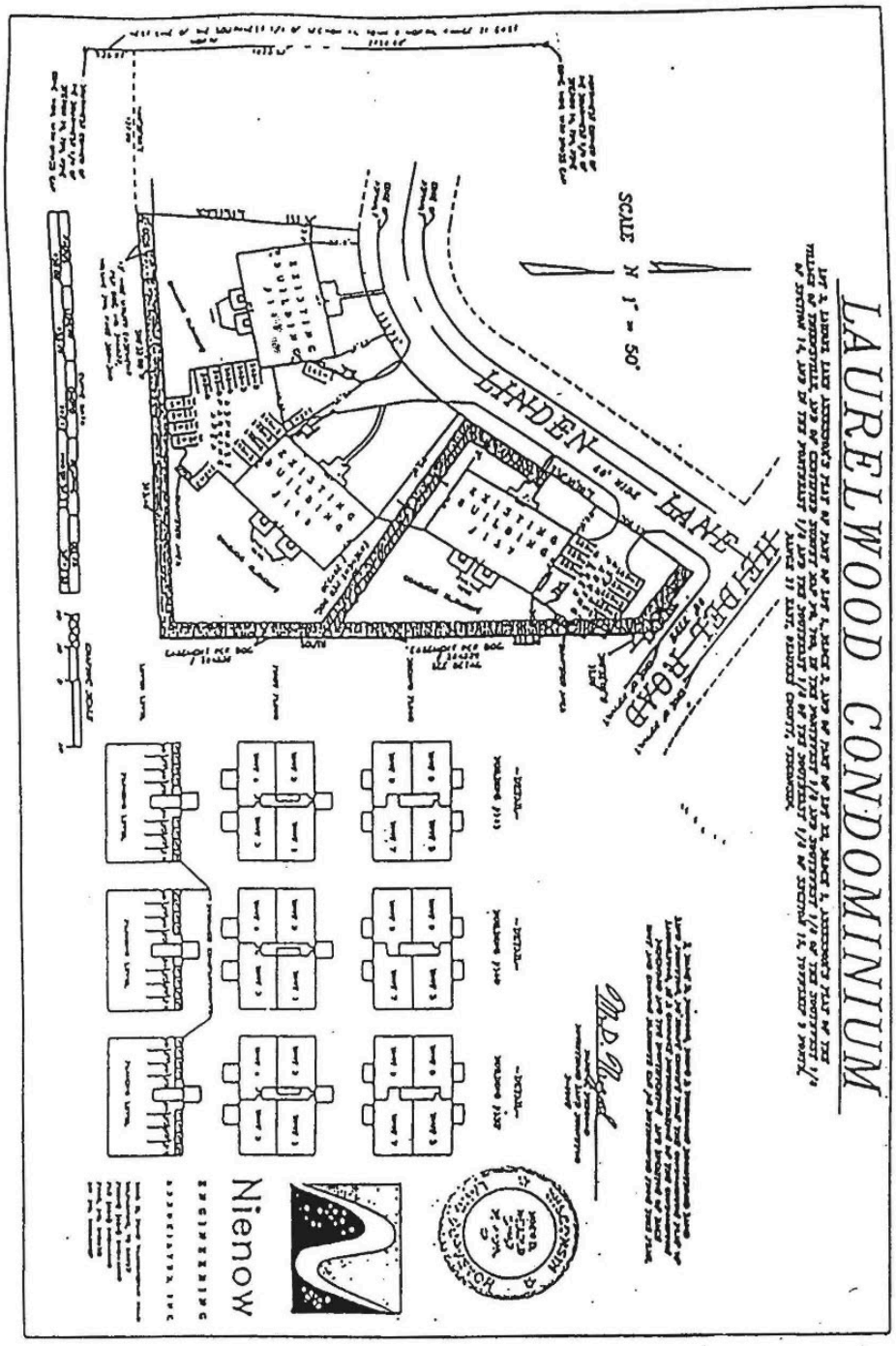
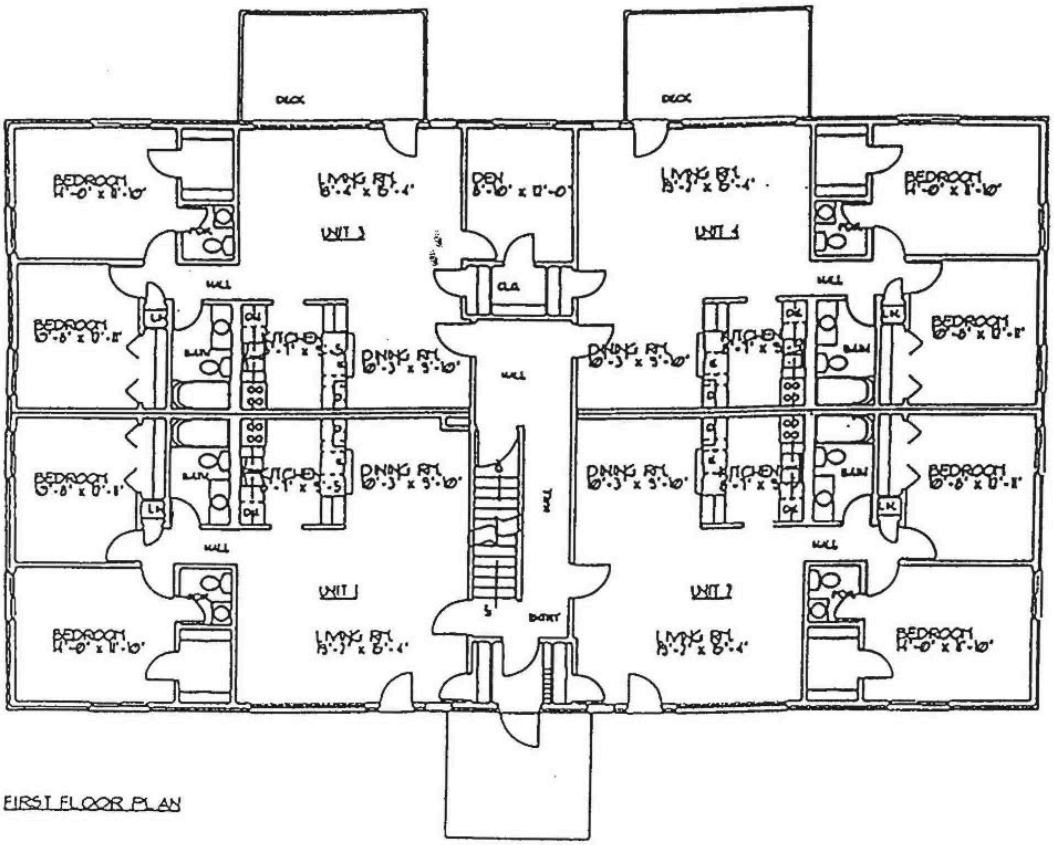
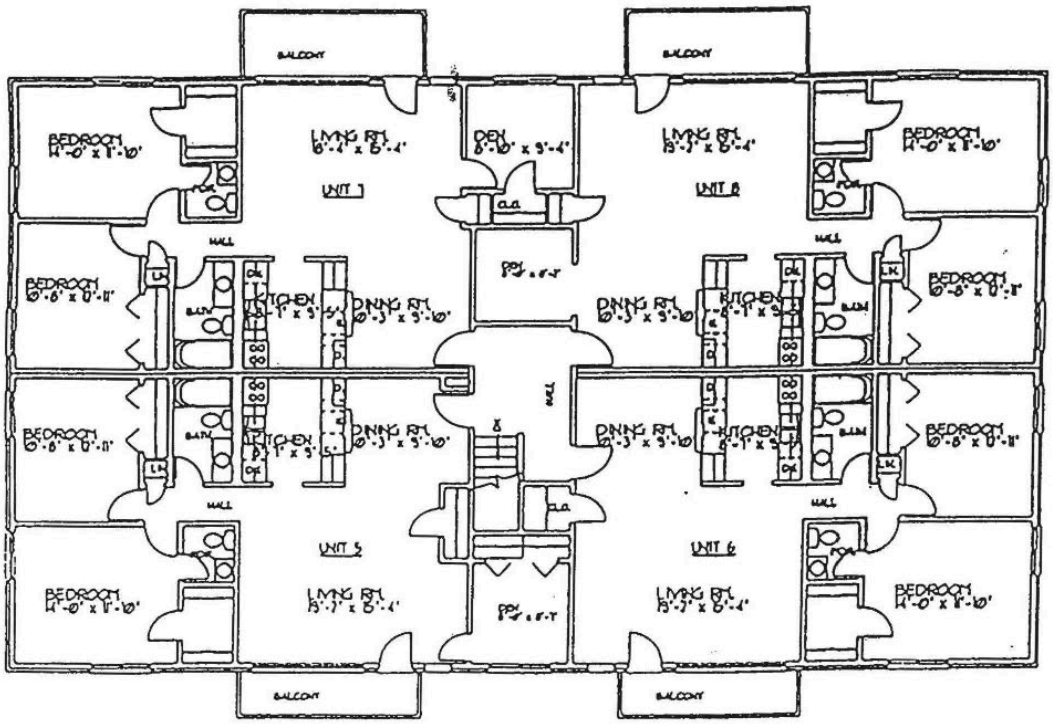

LAURELWOOD CONDOMINIUM
LINDEN LANE
HEIDEL ROAD
SCALE N 1" = 50'
Nienow

EXHIBIT A



FIRST FLOOR PLAN

EXHIBIT B



SECOND FLOOR PLAN

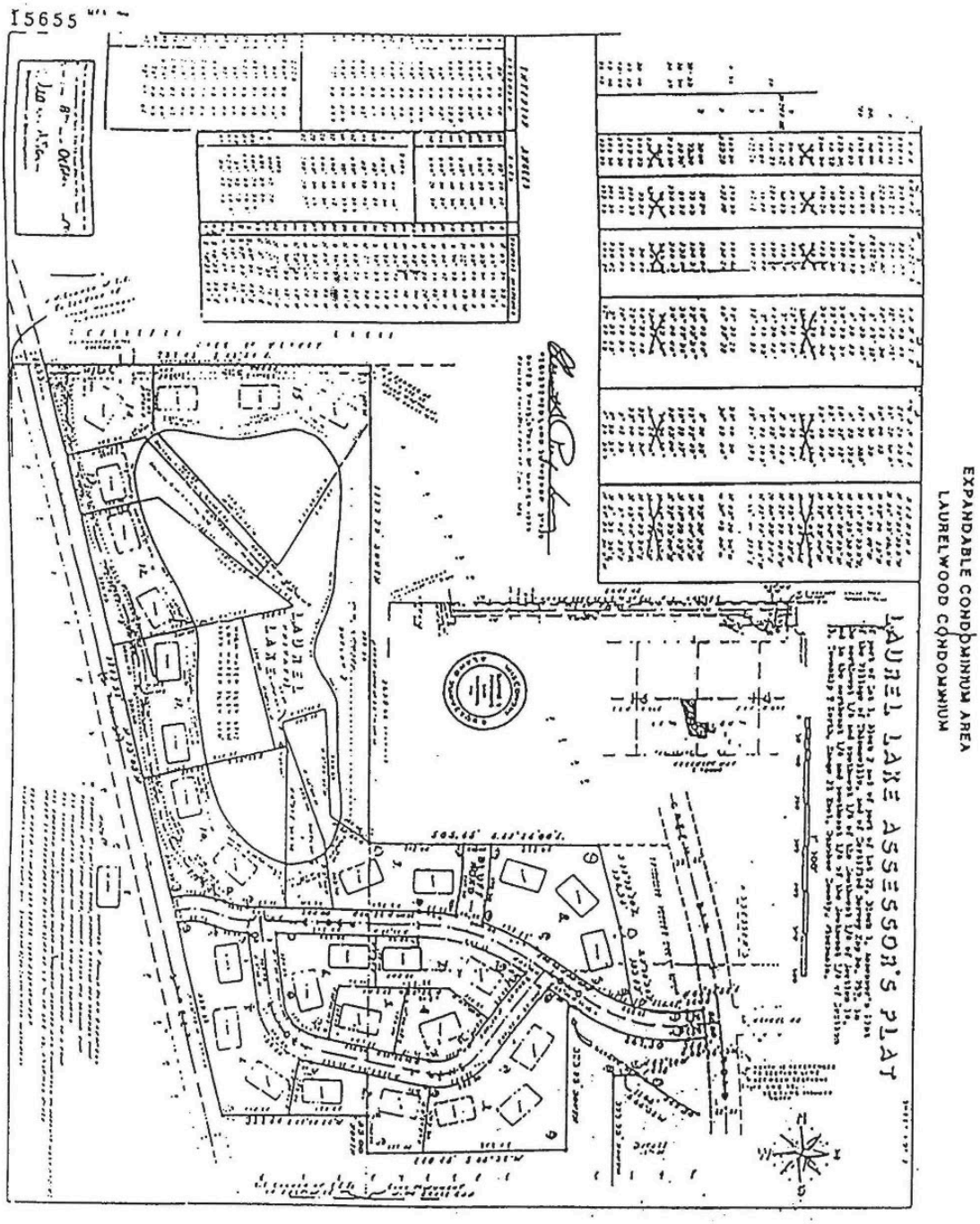

I5655
LAUREL LAKE ASSESSOR'S PLAT
EXPANDABLE CONDOMINIUM AREA
LAURELWOOD CONDOMINIUM

EXHIBIT C

ADDENDUM A

ADDITIONAL TERMS AND CONDITIONS

SELLER: FRED-Linden, LLC
BUYER: _____
ADDRESS OF UNIT: _____, Thiensville, Wisconsin
DATE OF OFFER: _____

Section 1 Improvement of Unit.

1.1 Seller's Work. Seller has, or shall before closing, improve the Unit and the structure in which the Unit is located in a good and workmanlike fashion & in accordance with the specifications as detailed on attached Addendum B ("Specifications") attached to this offer. The improvements are herein called Seller's Work.

1.2 Changes. Changes in the Seller's Work shall only be by written Change Order. Buyer shall have the right to request changes in Seller's Work. If agreed to by Seller, Buyer and Seller shall execute a written Change Order which shall set forth the change in Seller's Work, any adjustment to the purchase price resulting from the change, and any modification of the closing date resulting from the change. Any increase in the purchase price resulting from the Change Order shall be payable in cash upon the signing of the Change Order.

1.3 Minor Modification and Substitution. Seller has the right to make modifications to the plans and Specifications without the consent of Buyer if said changes do not have a material impact on the value or utility of the Unit. Seller shall also have the right to substitute construction materials, fixtures, appliances, and other items set forth in the Specifications if the substitutes are of substantially equal price and quality to those in the Specifications.

1.4 Substantial Completion. For purposes of this Offer, Seller's Work shall be deemed to be substantially complete when a Certificate of Occupancy is issued for the Unit by the Village of Thiensville. The existence of "punch list" items shall not prevent substantial completion from occurring nor delay closing.

1.5 Warranty. If, within one (1) year after the date of closing, any of the Seller's Work is found to be not in accordance with the requirements of the Specifications and the Buyer has notified the Seller in writing of same within such one (1) year period, the Seller shall correct such portion of the Seller's Work. The foregoing warranty shall not, however, apply to any portion of the Seller's Work which is under a manufacturer's warranty or subcontractor's warranty that has been assigned to the Buyer. Except for the Seller's Work, Buyer agrees to accept the Property in an "as is, with all faults" condition. The warranty contained herein shall not apply to reasonable wear and tear of Buyer after closing or any damage by Buyer. At closing, Seller shall assign to Buyer without recourse against Seller, all warranties which Seller may have received from contractors or vendors in connection with the Seller's Work.

1.6 Force Majeure. Seller shall not be liable for any delay in the commencement, improvement or completion of the Unit caused in whole or in part by (I) any acts, neglect or default of the Buyer or Buyer's agents, invitees, licensees or contractors; (ii) fire, earthquakes, weather, casualty or acts of God; (iii) any governmental actions; (iv) boycotts, strikes, or lockouts; (v) shortages of labor or materials; or (vi) any other delays, matters or circumstances beyond Seller's reasonable control. The closing date set forth in Paragraph 3 (a), below, shall at Seller's option be extended for a period equivalent to the time lost for the foregoing reasons. If Seller's cost of labor or materials increases by more than ten percent (10%) because of any of the foregoing causes, then at Seller's option, Buyer shall be responsible for such increases unless Buyer, within five (5) days after written notice of Seller's exercise of such option, terminates this contract in writing. Upon such termination, Buyer shall be entitled to a return of earnest money, but not of any prepayment for Options and Additions or for changes in the Seller's Work which have been spent or earned by Seller.

Addendum B

LAURELWOOD CONDOMINIUMS
VILLAGE OF THIENSVILLE

"SPECIFICATIONS"

BUYER: _____
ADDRESS: _____
TELEPHONE: _____

UNIT ADDRESS:_____ **UNIT #:**_____

BATHROOM/MASTER	
Flooring	existing ceramic tile
Sink/countertop	Mariam molded marble, integrated single basin, white on white
Faucet	Moen #4625, chrome finish
Medicine cabinet	16" X 22" mirrored front
Towel bar	existing chrome bar
Water Closet	existing, white
Paper Holder	existing, chrome finish
BATHROOM /GUEST	
Flooring	existing ceramic tile
Sink/countertop	Mariam molded marble, integrated single basin, white on white
Faucet	Moen #4625, chrome finish
Plate Mirror	40" X 48"
Towel bar	existing chrome bar
Bathtub/Shower	fiberglass tub/shower surround refinished with "Ceramite", white
Water Closet	existing, white
Paper Holder	surface mounted, chrome finish
CABINETS	
Kitchen/Baths	Merillat, "Millbridge", (picture frame with recessed oak panel) Natural stain
CARPETING	
Living, dining,	Aladdin, 'BLAZER', over 1/2" pad
bedrooms, hall	Aladdin, 'BLAZER', over 1/2" pad
den (if applicable)	Aladdin, 'BLAZER', over 1/2" pad
VINYL	
Kitchen	Armstrong, 'Initiator'
KITCHEN	
Sink	Kingsford 33" X 21", stainless steel
Faucet	Moen 7533, chrome finish
Countertop	laminate, tri-cove
APPLIANCES	
Range/oven	Whirlpool self clean, electric, FR375PXE
Dishwasher	Whirlpool, DU640CWDB
Disposer	Badger I
Washer	Whirlpool, portable, LCR7244DQ/Z
Dryer	Whirlpool, compact, LDR3822DQ/Z
Refrigerator	Whirlpool, 18 cubit feet, frost free, ET 18JKXDW-N
Air Conditioner	GE, 18,000 BTUs
MISCELLANEOUS	
Interior doors	Masonite, 6 panel
Paint	Sherwin Williams, "Dover White"
Screen Door	Larson, 293-ST, self-storing
Light Fixtures	All new fixtures by Design House, selected by Developer
Shelving	White Epoxy Coated, Steel Ventilated shelving

Buyer:_____ Seller:_____

Buyer:_____

Section 2. Notices. Any notice or election to be given under this offer to purchase shall be in writing, addresses to the party at the address stated below and shall be (I) delivered in person to the receiving party be the other party, his agent or a professional courier service; (ii) sent United States certified or registered mail, postage prepaid, return receipt requested; or (ii) sent by telecopy to the receiving party at the telecopy phone number stated below. Any such notice or election shall be deemed effective upon the earlier of the actual receipt of the notice or election or (I) if delivered in person, then when such notice or election is delivered to an individual at the receiving party's address who is apparently authorized to accept deliveries, (ii) if sent by United States certified or registered mail, then one day after such notice or election is deposited with the United States Postal Service, or (iii) if sent by telecopy, then at the time sent and confirmed the sender's transmitted copy of such notice or election.

If to Buyer: _____
_____
_____

If to Seller: FRED-Linden, LLC
225 East Mason
Milwaukee, WI 53202

Section 3. Termination and Default. If this Offer is terminated by the Buyer for reasons other than those specifically stated in this Offer, or if Buyer defaults in its obligations hereunder, Seller shall retain the earnest money and any prepayments and may also avail itself of any other remedies available to it at law or equity.

Section 4. Tax Prorations. Real Estate taxes on the Unit for the year of closing shall be prorated at closing on the basis of the most current assessment at the last know tax rate. Because Seller will receive the 1997 tax bill for 142, 152, & 162 Heidel Road, Buyer and Seller will agree, prior to closing, on how best to escrow property taxes for Buyer's unit to insure the payment of the 1997 real estate taxes prior to December 31, 1997.

Either party shall have the right to have the taxes reprorated upon the receipt of the actual tax bill for the year of closing, provided written notice of such reproration is given to the other party on or before January 31st of the following year. Any such adjustment shall be due and payable within 30 days after receipt of such notice of reproration.

Section 5. Selections. Buyer must have all final choices of finishes per attached Addendum B "Specifications" to Seller by_____. Seller has the right to make the choice of finish on any item not selected by Buyer by this date.

Buyer: Seller:

_____ FRED-Linden, LLC

_____ By: _____