BYLAWS
OF
TAMARACK MEADOWS CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS

OF

TAMARACK MEADOWS CONDOMINIUM ASSOCIATION, INC.

PREAMBLE

The following are hereby adopted as the By-Laws of Tamarack Meadows Condominium Association, Inc.

All present and future Unit Owners, mortgagees, lessees and occupants of Units and their employees and any other persons who may use the facilities of TAMARACK MEADOWS CONDOMINIUM (hereinafter "Condominium") in any manner are and shall be subject to the Declaration, the Articles of Incorporation, these By-Laws and all rules and regulations made pursuant hereto and any amendment hereof. The acceptance of a deed of conveyance or a mortgage or the entering into of a land contract or lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, and these By-Laws (and any rules and regulations made pursuant hereto), as they may be amended from time to time, are accepted, ratified, and will be complied with.

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

ARTICLE I
Name, Address and Purpose

The name of the corporation is TAMARACK MEADOWS CONDOMINIUM ASSOCIATION, INC. (hereinafter "Association"), which is a non-stock, non-profit corporation

organized and existing under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes. The initial principal office of the corporation is N78 W17338 Wildwood Drive, Menomonee Falls, Wisconsin 53051. The purpose of the Association is to serve as the Association of Unit Owners of TAMARACK MEADOWS CONDOMINIUM located in the Village of Menomonee Falls, Wisconsin, as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and subject to the, terms and conditions of the Declaration for TAMARACK MEADOWS CONDOMINIUM.

ARTICLE II
Definitions

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

(a) "Association" means TAMARACK MEADOWS CONDOMINIUM ASSOCIATION, INC. a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the Condominium Unit Owners acting as a group shall administer, manage, operate and control the property.

(b) "Unit Owner" means a person, combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a Condominium Unit which is part of the property or who has equitable ownership of a Condominium Unit as a land contract vendee, but the definition excludes those having an interest in or lien on a Condominium Unit as security for the performance of an obligation.

(c) "Unit" means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment, and possession by, or under the authority of its Owner, as further defined in the Declaration.

(d) "Common Elements" means all of the Condominium except its Units.

(e) "Limited Common Elements" means those Common Elements identified in the Declaration or the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

(f) "Declarant" means D.M. Builders, Inc.

(g) "Declaration" means the instrument by which Declarant subjected the Property to the condominium form of ownership and any amendments thereof.

(h) "Property" means the real estate together with all buildings and improvements located thereon which comprises TAMARACK MEADOWS CONDOMINIUM.

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

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

(k) "Majority" or "Majority of Unit Owners" mean the unit owners with more than fifty percent (50%) of the votes assigned to the units in the Declaration.

(l) "Building" means the physical structure(s) having a roof supported by columns and walls, including patios and balconies, in which the Units and certain of the Common Elements are situated.

ARTICLE III
Members, Voting and Meetings

3.1 Members. The membership of the Association shall consist of all the Unit Owners of Tamarack Meadows Condominium located in Waukesha County, Wisconsin. Each membership shall be appurtenant to the unit upon which it is based. A Unit Owner shall have one membership for each Unit owned.

3.2 Membership Roster and Notices. Every Unit Owner shall furnish the Association with his name and current mailing address. No Unit Owner may vote at meetings of the Association until this information is furnished. Unless otherwise furnished to the Association, a Unit Owner's current mailing address shall be presumed to be the address of his Unit. The Association shall be deemed to have discharged its duty with respect to the giving of notice to any Unit Owner by mailing it to his current address as determined above.

3.3. Voting. Pursuant to the Declaration, there shall be one vote appurtenant to each Unit at meetings of the Association. As such, each Unit is entitled to one (1) vote. As provided above, the Association shall maintain a current Membership Roster. Every Unit Owner shall furnish the Association with his name, Unit number and current mailing address, the name of the person designated to vote for his Unit, the name and address of any Mortgagee with an interest in the Unit and a list of any Limited Common Elements appurtenant to the Unit and such other information as the Board may require. In the event of a change to any information on the Membership Roster, the Unit Owner shall notify the Association, in writing, of such change, within ten (10) days after any such change. If title to a Unit is held by more than one (1) Unit Owner, the membership related to that Unit shall be shared by such Unit Owners in the same

proportionate interests and by the same type of tenancy in which the title to the Unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership Roster. No Unit Owner or designated person may vote at meetings of the Association until such information is furnished. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the Unit Owners having an ownership interest in the Unit. At all meetings of the Unit Owners, each vote may be cast by a Unit Owner in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and in any event shall cease upon the conveyance of the Unit to which it appertains, or upon the expiration of 180 days following its issuance, unless granted to a mortgagee or lessee.

3.4. Notice of Meetings. Written notice stating the place, day and hour of all annual and special meetings and, in the case of special meetings, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 30 days before the date of the meeting either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each Unit Owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited into the United States mail addressed to the Unit Owner at his mailing address as it appears on the records of the Association, with postage thereon prepaid. Meetings shall be held at the time and place designated by the Board of Directors.

3.5. Annual Meetings of Association. The annual meeting of the Association shall be held on the third Tuesday in May for the purpose of electing directors and transacting any other business authorized to be transacted by the Association. The number of directors to be elected at an annual meeting shall be subject to the rights of Declarant as set forth in the Declaration.

3.6. Special Meetings of the Association. Special meetings of the Association shall be held whenever called by the President or 2 members of the Board of Directors; however, such meetings must be called by the Board of Directors upon receipt of a written request signed by Unit Owners with a total of one-third (1/3) or more of all votes entitled to be cast, with such request to specify the purpose of such meeting. In the event a Unit has multiple Owners, the Unit Owner shall be deemed to have signed such a request if at least one of the multiple owners signs the request.

3.7. Quorum. A quorum for meetings necessary to conduct Association business shall consist of ten percent (10%) of the votes entitled to be cast, in person or by proxy. The act of the majority of the votes present at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under the Act, the Articles of Incorporation, the Declaration or these By-Laws. If a quorum is not present, no business of the Association shall be transacted; however, the majority of the votes present in person or by proxy may adjourn the meeting from time to time without further notice if such an adjourned meeting (at which a quorum is present) is held within 10 business days after the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

ARTICLE IV
Board of Directors

4.1 Number and Qualification of Directors. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association. The initial Board of Directors shall hold office for the term as set forth in paragraph 4.3 below. Thereafter, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 4.3 below. Not more than one (1) member of the Board of Directors shall be a nonmember of the Association.

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

The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assets of the Association or Condominium; provided, however, that the Board of Directors may not borrow, in the aggregate, more than Five Thousand Dollars ($5,000.00) in any twelve (12) month period and may not pledge, mortgage or grant a security interest in the Common Elements or Limited Common Elements without the prior approval of a

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

4.3 Election and Term of Directors. Prior to Declarant's Turnover of Control of the Association, Directors shall be appointed as provided in Article 13 of the Declaration. Not later than forty-five (45) days after the Declarant's Turnover of Control of the Association as provided in the Declaration, the Members shall hold a meeting and elect five (5) Directors to hold office until the next annual meeting of the Members of the Association. At the first annual meeting of the Association after the Declarant's Turnover of Control of the Association as provided in the Declaration, the Members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) One (1) director whose term will expire after one (1) year, at the next annual meeting of the Association.

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

(c) Two (2) directors whose terms will expire after three (3) years, at the third annual meeting of the Association after their election.

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

4.4 Vacancies. Vacancies on the Board of Directors caused by any reason other than removal 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 at which that class of directors is to be elected.

4.5 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 present at the meeting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created.

4.6 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 annual meeting of the Board of Directors shall not be required.

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

4.8 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.

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

4.10 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 premiums on any such bonds shall be paid for by the Association.

ARTICLE V
Officers

5.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any 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. Any two (2) or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

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

5.3 Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint 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.

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

5.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and

disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges, assessments, fines, penalties, and special assessments made by the Association.

5.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

5.7. Compensation. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE VI
Operation of the Property

6.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the Condominium, in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations

established hereunder. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium.

6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements and Limited Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and Limited Common Elements by persons entitled thereto. The Association members and their families, lessees or guests and any occupants of the Units 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 and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate including fines, penalties and/or special assessments (hereinafter collectively "fines"). Any such fines shall not be deemed the Association's sole remedy for breach of the rules and regulations of the Association which are accepted by unit owners upon becoming a member of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses and shall be collected in the same manner as common expenses. The rules and regulations may be altered and amended or repealed in the discretion of the Board of Directors.

6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in

order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and Limited Common Elements of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid quarterly in advance to the Association on or before the first (1st) day of each quarter. All assessments until paid, plus all accrued interest and actual costs of collection, including actual attorneys' fees, shall constitute a lien on the Units on which they are assessed, as hereinafter provided. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

6.4 Operating Budget. The annual operating budget shall provide for two (2) funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first 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 equally against each Unit Owner.

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

The annual budget shall be prepared and determined and the Board of Directors shall advise all Association members of the amount of common charges payable on behalf of each Unit. A written notice of common charges shall be sent to each member with a copy of the budget on which such common charges are based along with the annual May meeting notice, The fiscal year for budget purposes will be May 1 to April 30. (See Note)

6.5 Default. If a member of the Association is in default in the payment of any charges, expenses, assessments, and/or fines, (hereinafter collectively "assessments") for a period of more than thirty (30) days (hereinafter "delinquent"), the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to such delinquent member and his Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments until paid plus all accrued interest and actual costs of collection and actual attorneys' fees incurred in connection with collection shall constitute a lien on the Units on which they are assessed if a statement of lien as provided in the Act is filed in the land records of the Clerk of Circuit Court of Waukesha County, Wisconsin within two (2) years after the assessment becomes due. If a member of the Association is

Note: On May 12, 2004 the membership of Tamarack Meadows Condominium Association, Inc. voted to change the Association fiscal year for budget purposes from a calendar year to May 1 to April 30.

delinquent, said member, his family and guests may be prohibited from using any recreational facilities located in the Common Elements until all delinquent assessments have been paid. All matters concerning collection of assessments shall be administered by the Board of Directors . If any member of the Board of Directors or the Executive Board is delinquent, the delinquent member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of delinquent members of the Board of Directors or the Executive Board is such that the remaining members do not constitute a quorum for purposes of taking any collection action, the nondelinquent member(s) shall be able to take any action deemed advisable even though such member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any member of the Board of Directors or the Executive Board who is delinquent may be removed from office by a vote of a majority of the nondelinquent member(s) of the Board of Directors even though such member(s) may constitute less than a quorum.

ARTICLE VII
Repairs and Maintenance

7.1 Individual Units. Each Unit Owner shall be responsible for keeping his Unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating, and air-conditioning units (including any portions thereof located on a Common Element or Limited Common Element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair with respect to his Unit. Each Unit Owner shall also be responsible for keeping any exterior modifications, attachments or improvements made to his Unit with

Association approval (which is required pursuant to the terms of the Declaration) in good order, condition and repair and in a clean and sanitary condition.

7.2 Alteration of Units. A Unit Owner may make improvements or alterations within his Unit; provided, however, that said improvements or alterations do not impair the structural soundness or integrity, or lessen the support, of any portion of the Building, do not reduce the value of the Condominium and do not impair any easement granted under or pursuant to this Declaration. A Unit Owner may not change the exterior appearance of a Unit or the Building, or any portion of the Common Elements, including Limited Common Elements, without obtaining the express written permission of the Association's Board which approval may be withheld in the sole discretion of the Association Board or may be given upon such terms and conditions as the Association Board deems appropriate. Any improvement or alteration which changes the floor plan or room dimensions of a Unit must be, if required by the Act, evidenced by the recording of a modification to the Condominium Plat before it shall be effective and must comply with the legal requirements for such purpose then in effect. All alterations or improvements must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the Condominium by others, and must not be in violation of any underlying Mortgage or similar security interest. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this paragraph (which may be charged as a special assessment to the affected Unit) shall be the responsibility of the Unit Owner involved. The Association shall have the right to recover from a Unit Owner any damage caused to the common elements or limited common elements by said Unit Owner or his/her guests, agents, invitees, representatives or contractors

in conjunction with the installation, maintenance or removal of any modification approved hereunder. In the event a legal action is commenced to recover said damages, the Association shall also have the right to recover all costs of said action, including reasonably attorneys' fees.

7.3 Limited Common Elements and Common Elements. The Association shall be responsible for the management and control of the Common Elements and the Limited Common Elements and shall cause the same to be maintained, repaired, and kept in good, clean, attractive and sanitary condition, order and repair. There shall be no modification of the Common Elements or Limited Common Elements without the written consent of the Association. In the event the written consent of the Association is granted pursuant to these Bylaws or the Declaration for a modification to a Limited Common Element or Common Element, including but not limited to a patio extension, all maintenance and repair costs for maintenance to and general upkeep of the modified area shall be borne by the particular Unit Owner who requested the modification, and his successors, heirs and assigns. The Association shall undertake the maintenance of and repair to the modification in conjunction with its maintenance of and repair to the Common Elements and Limited Common elements as set forth herein and in the Declaration; however, the Association shall assess the Unit Owner for all maintenance and repair costs to the modified area in accordance with Article 6 of these Bylaws. The Association shall also have the right to recover from a Unit Owner any damage caused to the Common Elements or Limited Common Elements by said Unit Owner, his guests, invitees, agents or representatives, in conjunction with installing or removing any modifications approved hereunder. Moreover, in accordance with the Declaration, a Unit Owner shall have a valid easement over any such extension or modification to a Limited Common

Element hereunder so long as the modification or extension has been duly authorized by the Association in accordance herewith.

7.4 Disputes. In the event of any dispute between two or more Unit Owners including, but not limited to, a dispute concerning use or maintenance of a Common Element or Limited Common Element, such dispute shall be submitted to the Board of Directors of the Association and the determination of a majority of the Board shall be final and binding upon such Owners.

7.5 Association Services. The Association may provide any service or maintenance requested by a Unit Owner or Owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit Owner or Owners therefor.

ARTICLE VIII
Duties and Obligations of Unit Owners

8.1 Rules and Regulations. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

(a) Use. No Unit Owner shall occupy or use his Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, the Owner's family, and the Owner's guests .

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

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

(d) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements or Limited Common Elements without the prior consent of the Association. This rule does not apply to Declarant as provided in the Declaration.

(e) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to the rules and regulations which may be adopted by the Association regarding same and subject to the ordinances of the Village of Menomonee Falls. Any pet excrement in Common or Limited Common Elements shall be removed immediately by the owner of the Unit in which the pet resides. No pets may be tied up outside in Common or Limited Common Elements on ropes or leashes. There shall be no rope ties, pet runs or other pet houses permitted in the Common or Limited Common Areas.

(f) Noxious Activity. No noxious or offensive activity shall be carried on in any Units or in the Common Elements or Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others. Trash, garbage and other wastes shall be kept in sanitary containers which shall be in garages except for pick-up.

(g) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except upon the written consent of the Association. No landscaping shall be removed from or added to a Common Element or Limited Common Element without the prior written approval of the Association Board. No fences or swimming pools shall be permitted on the Common Elements or Limited Common Elements.

(h) Outbuildings and Vehicles. No trailer, tent, shack, garage, barn or other outbuilding, or living quarters of a temporary or permanent character, shall be permitted on the Common Elements or Limited Common Elements at any time. No licensed or unlicensed trucks, buses, trailers, campers, snowmobiles, boats or vehicles (other than licensed private non-commercial passenger cars, station wagons, or similar vehicles which have no advertising or signs on them) shall be parked on the Common Elements or Limited Common Elements overnight.

(i) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the conditions, covenants, restrictions and easements set forth in the Declaration, and in the event of a conflict, the Declaration shall govern.

ARTICLE IX
General

9.1 Calendar Year. The accounting year of the Association shall be the calendar year.

9.2 Seal. The Association shall have no corporate seal.

ARTICLE X
Amendments

10.1 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 sixty-seven percent (67%) of all of the votes entitled to be cast by members of the Association.

10.2 Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE XI
Miscellaneous

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

11.2 Mortgages. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership Roster 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.

11.3 Indemnity of Officers and Directors. Every person who is or was a director of an officer of the Association (together with the heirs, executors and administrators of such

person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance, shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article XI shall be deemed to obligate the Association to indemnify any member or Unit Owner 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, the Act, the Articles and By-Laws of the Association, as a member of the Association or Unit Owner covered thereby.

11.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, which shall control in case of any conflict.

11.5 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

End of By-Laws