BY-LAWS

OF

PARK PLACE CONDOMINIUM

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BY-LAWS

OF

PARK PLACE CONDOMINIUM

ARTICLE I

NAME AND LOCATION

The name of the Association is Park Place Condominium Owner's Association, Inc., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be 309 N. Franklin Street, Port Washington, Wisconsin 53074, but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Park Place Condominium Owner's Association, Inc., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. "Common Element" shall mean and refer to all real property maintained by the Association as set forth in Park Place Condominium Declaration of Condominium for the common use and enjoyment of the owners.

Section 4. "Unit" shall mean and refer to any unit shown upon the recorded plat or plats of survey of the property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to Mesa Development, LLC, its successors and assigns. The Developer may also be referred to as the Declarant.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Ozaukee

County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting: The first annual meeting of the members shall be held prior to the conveyance of twenty-five (25%) percent of the common element interest to purchasers, but in no event less than within one (1) year from the date of recording of the Declaration, and each subsequent regular meeting of members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. The purpose of each annual meeting of the members shall be for the election of directors and the transaction of such other business as may come before the meeting.

Section 2. Special Meeting: Special meetings of the members may be called at any time by the Board of Directors or by the President, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Place of Meetings: Meetings of the unit owners shall be held at the principal office of the property or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 4. Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting by delivering written notice, either personally or by mail, at least ten (10) days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all unit owners.

Section 5. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five (25%) percent of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than

announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the member of his unit.

Section 7. Majority of Unit Owners: As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than fifty (50%) percent of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners.

Section 8. Order of Business: The order of business at all meetings of the unit owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Reports of committees.
(f) Election of directors (when applicable).
(g) Unfinished business.
(h) New business.

Section 9. Parliamentary Procedure: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Robert's Rules of Order.

Section 10. Developer's Control: Except as provided in ARTICLE IV, Section 1, below, Developer or a person or persons authorized by it may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease seven (7) years from the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers, whichever time occurs first.

Section 11. Rights of Developer Prior to Transfer: As long as the Developer shall own any unit except for a unit which Developer is using as a residence, Developer may use the common elements and facilities and any unsold units on such condominium property as may facilitate the completion and sale of all units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model unit,

showing of property and erecting and maintaining signs on the common area.

ARTICLE IV

BOARD OF DIRECTORS
SELECTION - TERM OF OFFICE

Section 1. Number and Selection: The affairs of this Association shall be managed by a board of three (3) directors, all but one of whom shall be a member of the Association, except that the initial directors need not be members of the Association. Such board shall be elected as follows:

(a) Prior to the conveyance of twenty-five (25%) percent of the undivided interest in the general common elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the unit owners shall be called, at which time one (1) member of the initial Board of Directors, or his successor as designated by the Declarant, shall tender his resignation and the unit owners, other than Declarant, shall elect one (1) new member of the Board of Directors.

(b) Subsequent to the special meeting called in accordance with paragraph (a) above but prior to the conveyance of fifty (50%) percent of the undivided interest in the general common elements by Declarant to purchasers, a special meeting of the unit owners shall be called, at which time one (1) member of the initial Board of Directors, or his successor as designated by the Declarant, but not having previously tendered his resignation in accordance with paragraph (a) above, shall tender his resignation, and the unit owners other than Declarant shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of two (2) persons, including such new members as may have been elected pursuant to paragraph (a) above.

(c) Notwithstanding paragraphs (a) and (b) above, thirty (30) days after the conveyance of seventy-five (75%) percent undivided interest of the general common elements by Declarant to purchasers, a special meeting of the unit owners shall be called at which time all members of the initial Board of Directors, or

their successors as designated by Declarant, but not having previously tendered their resignations in accordance with paragraphs (a) and (b) above, shall tender their resignations, and the unit owners shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of three (3) persons, including such new members as may have been elected pursuant to paragraphs (a) and (b) above.

Section 2. Initial Directors: Notwithstanding any provision set forth in these By-Laws to the contrary, the Declarant shall designate the initial Board of Directors, none of which must be unit owners, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board of Directors under these By-Laws. Such members of the Board of Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein. The names and addresses of the initial directors are:

Steven B. Ratoff
Sigmund Kolatzki
Linda Kolatzki

Section 3. Election and Term of Office: At the time of election of the full Board, the term of office of the first elected member of the Board of Directors shall be fixed at three (3) years, the term of office of the second elected member of the Board of Directors shall be fixed at two (2) years, and the term of office of the last elected member of the Board of Directors shall be fixed at one (1) year. If there is any conflict in determining the terms of office, the decision of the initial directors shall control. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. Except in the event of death, resignation or removal, each director shall hold office until his respective successor has been elected by the unit owners.

Section 4. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association or by a majority vote of the other directors. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. Compensation: No director shall receive compensation for any service he may render to the Association as such. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Regular Meeting: Regular meetings of the Board of Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third of the directors, after not less than twenty-four (24) hours' notice to each director.

Section 3. Quorum: A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: In addition to their other authority, the Board of Directors shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from unit owners;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the common elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;

(e) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the property and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by the owners to the Board of Directors;

(j) Purchase units at foreclosure or other judicial sales in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by and to sublease units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all unit owners;

(m) Grant licenses for vending machines and laundry machines.

Section 2. Duties: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers, members of the Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the common elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the common elements;

(i) Suspend the voting rights of an owner upon the recording of a statement of condominium lien on that owner's unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(j) Grant easements through or over common elements;

(k) Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of a unit or any other portion of the condominium;

(l) Make contracts and incur liabilities in connection with the operation of the condominium;

(m) Maintain a current roster of names and addresses of unit owners to which all notices shall be sent;

(n) Deny the right to vote at an Association meeting to a unit owner who shall not have furnished to the Association the unit owner's name and current mailing address.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices: The offices of this Association shall be a President, Vice-President and Secretary, who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term: Each officer of this Association shall be elected annually by the Board and each shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, designate.

Section 5. Resignation and Removal: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices: The offices of Vice-President and Secretary, Vice-President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the

Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer or designate shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in Carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during regular business hours be subject to inspection by any member. The Declaration, Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments or installments thereof which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two (2%) percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution

upon judgments. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee, not to exceed one month's interest, for each month or fraction thereof that such assessment is delinquent.) The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the common elements or abandonment of his unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated. If such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XII

SALE AND LEASE OF UNITS

Section 1. Sales and Leases: No unit owner may sell or lease his unit or any interest therein except by complying with the provisions of this section. A unit owner's sale of his unit shall include the sale of: (a) his undivided interest in the common elements and facilities appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Board of Directors or its designee on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest

of such unit owner in any other assets of the property, hereinafter collectively called the "appurtenant interests".

Section 2. Lease: Any lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board of Directors, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of the terms and conditions of such lease. Except as hereinbefore set forth, the form of any lease of a unit shall be the then-current form of apartment lease recommended by the Wisconsin Real Estate Board, with such modifications as shall from time to time be required by the Board of Directors or be approved in writing by the Board of Directors.

Section 3. Approval of Purchase: The Board of Directors may not purchase a unit without first obtaining the approval of the majority of unit owners present in person or by proxy, at a special meeting called for that purpose.

Section 4. Financing of Purchase of Units by Board of Directors: Acquisition of units by the Board of Directors or its designee on behalf of all unit owners may be made from the working capital and common charges in the hands of the Board of Directors or, if such funds are insufficient, the Board of Directors may levy an assessment against each unit owner in proportion to his ownership in the common elements and facilities as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit to be acquired by the Board of Directors.

Section 5. Waiver of Right of Partition with Respect to Units Acquired by Board of Directors: In the event that a unit shall be acquired by the Board of Directors or its designee on behalf of all unit owners as tenants-in-common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 6. Payment of Assessments: No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit, and until he shall have satisfied all unpaid liens against such unit except permitted mortgages.

Section 7. Notification of Conveyance: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the unit; (c) the purchaser's or mortgagee's name and mailing address; (d) the name and address of the designee of such purchaser, if any; and (e) any other information as may be required under the condominium documents or as may be reasonably requested by the Board.

ARTICLE XIII

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of unit owners having sixty-seven (67%) percent or more of the votes at a regular or special meeting of the members.

ARTICLE XV

FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a seal and, where a seal is required, there shall be a notation thereon to the effect that the Association has no seal.

IN WITNESS WHEREOF, the Directors of Park Place Condominium Owner's Association, Inc. have hereunto set their hands this 30 day of October, 2002.

Steven B. Ratoff

Sigmund Kolatzki

Linda Kolatzki

COPY

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Sec. 181.0202 Wis. Stats.

State of Wisconsin
Department of Financial Institutions

2002 DEC -9 AM 10:03

ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: **Do not use** *this form for organizing a for-profit business corporation. Use Form 2*)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: The Owners' Association of Park Place Condominium, Inc.

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Sigmund Kolatzki

Article 4. Street address of the initial registered office: (*The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.*) 309 N. Franklin Street
Port Washington, WI 53074

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2002 NOV 21 AM 9:2

Article 5. Mailing address of the initial principal office: 309 N. Franklin Street
Port Washington, WI 53074

Article 6. (Select and mark (X) one of the statements below)

([X]) The corporation will have members. **OR** ([ ]) The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

Sigmund Kolatzki, 309 N. Franklin Street, Port Washington, WI 53074
Linda Kolatzki, 7050 Sunrise Drive 6203, Tucson, AZ 85750
Steve B. Ratoff, 5291 North Camino Sumo, Tucson, AZ 85718

STATE OF WISCONSIN
FILED
DEC 16 2002
DEPARTMENT OF FINANCIAL INSTITUTIONS

FILING FEE - $35.00 SEE instructions, suggestions, and procedures on following pages.

DFI/CORP/102(R2/01) Use of this form is voluntary.

WI - DFI CORP
FILE ID# 0020799

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

See Exhibit "A" attached hereto and incorporated herein.

Article 9. Name and complete address of each incorporator:

Sigmund Kolatzki, 309 N. Franklin Street, Port Washington, WI 53074
Steven B. Ratoff, 5291 North Camino Sumo, Tucson, AZ 85718

Incorporator's signature
Sigmund Kolatzki

Incorporator's signature
Steven B. Ratoff

This document was drafted by R. Douglas Stansbury, Attorney
(Name the individual who drafted the document)

♦ OPTIONAL - Second choice corporate name if first choice is not available:

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE of $35.00**, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than that for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY. The preprinted text of this form does not represent every option available under law. Refer to Ch. 181 of the Wisconsin Statutes for additional information.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

EXHIBIT "A" OF
ARTICLES OF INCORPORATION
FOR The Owners' Association of Park Place Condominium, Inc.

The purpose of the corporation is (a) to provide management of the Park Place Condominium; (b) to provide maintenance of common elements of Park Place Condominium; (c) to levy and collect such annual and special assessments as are required to carry out such purposes; (d) to own and take such actions with respect to the common elements as are necessary and appropriate for the proper operation of the condominium; (e) to pay all expenses in connection with the operation of the association, including all licenses, taxes or governmental charges levied or imposed against the property of the association; (f) to acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association; (g) to exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in the Declaration of Condominium of Park Place Condominium which is to be recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin; (h) to borrow money, and with the assent of 75% of the voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; (i) to dedicate, sell or transfer all or any part of the common elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, no such dedication or transfer shall be effective unless an instrument has been signed by 75% of voting members agreeing to such dedication, sale or transfer; (j) and to take such other and further action with respect to Park Place Condominium as may be in its best interests and not contrary to or prohibited by law; and (k) to have and to exercise any and all powers, rights and privileges a Wisconsin corporation organized under Chapter 181 of the Wisconsin Statutes, may now or hereafter have or exercise.

PARK PLACE CONDOMINIUM
Estimated Annual Operating Budget

Administration	$ 1,200.00
Reserve	3,140.00
Insurance	3,600.00
Maintenance/Trash Pick up	7,640.00
Lighting	1,700.00
	$ 17,280.00

The projected monthly assessment for common expenses will be $90.00 per month per unit. This amount will be allocated among the units according to the formula provided in the Condominium Declaration. This projected budget assumes the above expenses and a condominium association, initially comprised of 16 condominium units.

THE AMOUNTS SHOWN IN THIS BUDGET ARE ESTIMATES ONLY AND NOT BASED UPON ACTUAL EXPERIENCE, AND CANNOT BE RELIED UPON AS AN ACCURATE REPRESENTATION OF FUTURE EXPENSES AND ASSESSMENTS OF THE ASSOCIATION.

THE OWNERS' ASSOCIATION OF
PARK PLACE CONDOMINIUM, INC.
Consent to Action by Members

The undersigned, constituting all of the directors of **THE OWNERS' ASSOCIATION OF PARK PLACE CONDOMINIUM, INC.** do hereby consent in writing, to the actions set forth in the following resolution:

RESOLVED, that the By-Laws of Park Place Condominium shall be amended as follows:

1) **FOR SALE SIGN(S)** – Signs shall be within a frame and no larger than 32" x 28". Signs may be posted on the outside of the building, but no post holes are to be dug into the property, including grass areas.

2) **PETS** – Unit owners may have one (1) dog per unit. The following breeds of dogs are not permitted: Doberman, German Shepherd, Wolf Hybrids, Pit Bull and Rottweiler.

Pet owners are responsible for cleaning up after their pets. A fine of $250.00 may be levied against any pet owner for failure to clean-up after pet. After three (3) occurrences the pet shall be removed from the residence.

Same penalties will apply for any complaint filed for the nuisance of barking dogs. Pets are to remain on a leash at all times when on the property of Park Place Condominium.

Cats must remain indoors at all times.

3) **ASSOCIATION FEES** – Unit owners shall be notified of annual and special assessments as set forth in the Declaration of Condominium and By-Laws of Park Place Condominium. Annual assessments shall be paid on a monthly basis, with payment of at least $1/12^{TH}$ the annual assessment due on a monthly basis. Each monthly payment must be received by the Association on the first (1ST) day of each month commencing with the due date as set forth in the Notice of Assessment. Should the Association not receive the fees by the fifth (5TH) day of each month, a late fee of $25.00 will be assessed. No monthly statements will be provided and it is therefore the responsibility of the unit owner to forward payment in a timely manner. Payments are to be made payable to The Owner's Association of Park Place Condominium, Inc.:

The Owner's Association of Park Place Condominium, Inc.
P.O. Box 80194
Saukville, WI 53080

Executed this 1ST day of April, 2004, at Saukville, Wisconsin.

Sigmund Kolatzki

Linda Kolatzki

Steven B. Rateff

THE OWNERS' ASSOCIATION OF
PARK PLACE CONDOMINIUM, INC.
Consent to Action by Members

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The Owner's Association of Park Place Condominium, Inc.
P.O. Box 80194
Saukville, WI 53080

Executed this 15th day of April, 2004, at Saukville, Wisconsin.

Sigmund Kolatzki

Linda Kolatzki

Steven B. Ratoff