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BY-LAWS
OF
WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC.
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BY-LAWS

OF

WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL PURPOSE, NAME AND LOCATION

Section 1. NAME AND LOCATION: The name of the Association is WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be W182 N9606 Appleton Avenue; Germantown, WI 53022, Washington County, Wisconsin, but meetings of Members and Directors may be held at other places within the State of Wisconsin.

Section 2. PURPOSE: Pursuant to the Declaration of Condominium for WOODVIEW HEIGHTS CONDOMINIUMS recorded as Document No. 697589 in the Office of the Register of Deeds, in and for Washington County, Wisconsin (hereafter the "Declarant"), the following terms, conditions and provisions are adopted as the By-Laws of the Association of Unit Owners for WOODVIEW HEIGHTS CONDOMINIUMS (hereafter the "By-Laws") which shall govern the administration of all real estate and improvements subjected to the condominium form of use and ownership (hereafter the "Property") in accordance with the Declaration and the Condominium Ownership Act for the State of Wisconsin (hereafter the "Act") as may be amended from time to time.

Section 3. PERSONS SUBJECT TO BY-LAWS: These By-Laws shall govern and bind all Unit Owners, joint Owners, mortgagees and other encumbrances and their respective heirs, personal representatives, successors, assigns, and lessees, as well as all other persons occupying or having any legal or equitable interest in the Property in any way whatsoever and all licensees.

ARTICLE II

DEFINITIONS

Section 1. ASSOCIATION: Shall mean and refer to WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 Wis. Stats., 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 ELEMENTS: Shall mean and refer to all real property maintained by the Association 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. DECLARANT: Shall mean and refer to JBJ PROPERTIES by Jerome A. Bence, Jr.. The Declarant may also be referred to as the Developer.

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 Washington 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.

Section 9: REFERENCE TO DECLARATION: The terms defined or referred to in the Declaration are hereby adopted for these By-Laws (and any amendments hereto); and all terms defined by the Act are also adopted for these By-Laws except as modified, inconsistent with or otherwise defined by the Declaration or these By-Laws.

ARTICLE III

ASSOCIATION MEMBERSHIP

Section 1. MEMBERSHIP. Every Owner of a Unit shall be entitled and required to be a member of the Association and shall remain a member of the Association until such time as ownership of such unit ceases, for any reason, at which time membership shall automatically case. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such member ship shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

ARTICLE IV

VOTING AND MEETING

Section 1. VOTING The corporation shall have two (2) classes of voting membership and the rights and qualifications of the members are as follows:

(a) Class A Members:

(i) Defined. Class A Members shall be all unit owners, with the initial exception of the Declarant, and shall have one (1) vote for each unit owned.

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(ii) One Membership per Unit. One (1) Class A Membership (evidenced by a Certificate of Membership in the Association, if issued) and one (1) vote shall exist for each unit, excepting those units owned by Declarant. All Owners shall be entitled to one (1) vote for each Unit owned, and there shall be only one vote in the Association pertaining to each Unit. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast. There can be no split vote and shared membership interests must be voted pursuant to the designation contained in the Membership List. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(iii) Membership Roster.

(1.) Every unit shall furnish the Association with name, unit number and current mailing address and name of the person designated to vote said unit interest. Each Unit Owner shall be responsible for furnishing to the Secretary the information necessary for the Association to maintain an up-to-date Membership List, without the necessity of any inquiry or request being made by the Secretary. In the event a unit owner's mailing address should be changed, the unit owner shall notify the Association, in writing, of such change. No unit owner may vote at meetings of the Association until such information is furnished. The Association shall maintain a current membership roster showing the unit owners of each unit, mailing addresses and the person so designated being entitled to cast a vote in person or by proxy.

(2.) A Designee may be appointed by joint Owners of a Unit to vote and receive notices on behalf of the joint Owners and the Association shall at all times be entitled to rely upon the authority of such Designee; and all joint Owners shall be bound by the Designee's vote and other actions. The appointment of such a Designee shall be made by written notice signed by each of the joint Owners and delivered to the Secretary of the Association stating the name, address and telephone number of such Designee and that the Designee is thereby appointed to vote and receive all notices on behalf of all joint Owners of the Unit. The authority of such a Designee may be revoked or a new Designee appointed at any time by written notice delivered to the Secretary signed by all joint Owners. A designation may be changed by

notice, in writing, to the Secretary of the Association signed by a majority of the persons having ownership interest in the unit.

(3.) In the event the Association files a Statement of Condominium Lien on a unit for failure to pay assessments or other expenses, the unit owner or owners and their designate shall be prohibited from voting at any membership meeting unless and until the amount necessary to release said lien has been paid at the time of said membership meeting.

(iv) Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer including the name and current mailing address of the new owner or owners, identification of the unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership Roster effective as of the date of said transfer.

(v) All notices required to be given to a Unit Owner shall be deemed to have been duly given:

(1.) At the time of personal delivery to the Unit Owner or one of the joint Owners or the Designee of joint Owners; or

(2.) 72 hours after mailing within the State of Wisconsin by regular or certified mail to the Unit Owner's or Designee's mailing address shown in the Membership List.

(b) Class B Members:

(i) Defined. Class B Members shall be the Declarant and shall be entitled to one (1) membership and vote for each unit (up to 28 votes) owned or to be built by Declarant. Each Class B membership shall cease and be converted to a Class A membership upon transfer by Declarant of the unit to which said Class B membership appertains.

(ii) Rights of Declarant. Declarant shall be entitled to one (1) vote for each unit owned and shall have the right, at its option, to exercise any and all powers and responsibility otherwise assigned by the Declaration, the Act or the By-Laws to the Association or its officers and its Declarant shall have sufficient to constitute a majority of votes until all

its units are sold; provided, further, that Declarants control shall cease three (3) years after the first unit is conveyed to a purchase other than the Declarant, or thirty (30) days after the conveyance of 75% of the units, whichever time is earlier. Each owner of a condominium unit in the condominium shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

ARTICLE V

MEETING OF MEMBERS

Section 1. ANNUAL MEETING: The first annual meeting of the Members shall be held prior to the conveyance of fifty percent (50%) 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 meeting of the Members may be called at any time by the Board of Directors or by the President however such meeting must be called by the Board, or upon receipt of a written request signed by Members who are entitled to vote fifty percent (50%) of all of the votes, with such request specifying the purpose of such meeting.

Section 3. PLACE OF MEETING: 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 fifty percent (50%) Members or proxies entitled to cast 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. 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.

Section 6. 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 percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. The act of a majority of the votes 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 Declaration, or these By-Laws.

Section 7. 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) Report of committees.
(f) Election of Directors (when applicable).
(g) Unfinished business.
(h) New business.

Section 8. PARLIAMENTARY PROCEDURE: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

Section 9. DECLARANT'S CONTROL: Except as provided in ARTICLE VI, Section 1, below, Declarant, 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 three (3) years after the first unit is conveyed to a purchase other than the Declarant, or thirty (30) days after the conveyance of 75% of the units, whichever time is earlier.

Section 10. RIGHTS OF DECLARANT PRIOR TO TRANSFER: As long as the Declarant shall own any Unit except for a Unit which Declarant is using as a office, Declarant 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 of the Common Area.

ARTICLE VI

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 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 fifty (50%) 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 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 new member of the Board of Directors.

(b) Notwithstanding paragraph (a) above, thirty (30) days after the conveyance of the last unit and one hundred percent (100%) 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 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 paragraph (a) 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 persons, including such new members as may have been elected pursuant to paragraph (a) above.

Section 2. INITIAL DIRECTORS: The number of Directors constituting the whole Board shall not be less than three (3) nor more than five (5), with the number at any given time to be determined by resolution of the Board or by resolution of the Association at an annual or special meeting. 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 one (1) person 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 set forth in the Articles of Incorporation.

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. At the expiration of the initial term of the 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 successor has been elected by the Unit Owners.

Section 4. REMOVAL AND VACANCIES: 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 VII

MEETING OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Directors shall be held periodically without notice, at such a 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 or Secretary of the Association, or by any of the Directors, after not less than seventy-two (72) hours' notice to each Director, such notice shall be given personally or by mail, which notice shall state the time, place and purpose of such meeting.

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. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting (at which a quorum is present) is held within ten (10) business days after the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed or scheduled.

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 VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS: In addition to their other authority, the 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 powers, 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.

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 fifty (50%) 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 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 the 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 an Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES: The offices of this Association shall be a President, not more than one Vice-President and a Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may determine. Any two or more offices may be held by the same person, except the offices of President and Secretary, and the offices of President and Vice President.

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 of such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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, by 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 to each of the members.

ARTICLE X

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 XI

BOOKS AND RECORDS

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

ARTICLE XII

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 percent higher than the rate prescribed by the Wis.

Stats. 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), and 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 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 XIII

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law 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 trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XIV

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) the 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 interest".

Section 2. LEASE OR RENT: 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 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 lease and rent 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; and (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 XV

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium 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:

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

(b) The provision 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 XVI

AMENDMENTS

Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the sale of twenty-five (25%) percent of the Units and thereafter signed by not less than sixty-seven (67%) percent of the Unit Owners and Mortgagees having a secured interest in the property subject to this Declaration; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

ARTICLE XVII

FISCAL YEAR

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

ARTICLE XVIII

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 WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC., have hereunto set their hands this 8th day of August, 1995.

Jerome A. Bence, Jr., Director

Brian J. Bence, Director

Theresa M. Weltermann, Director

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ARTICLES OF INCORPORATION

OF

WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC.

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Form 14
Secretary of State
WISCONSIN
(11/92)

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United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

SEAL OF THE SECRETARY OF STATE * STATE OF WISCONSIN *

Douglas La Follette

DOUGLAS LA FOLLETTE
Secretary of State

RECORDED
Jan 31 9 00 AM '95
REGISTER OF DEEDS
OF WASHINGTON COUNTY WI

696586
697589 RECEIVED
SECRETARY OF STATE
STATE OF WISCONSIN

95 JUL 20 A 8:00

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STATE OF WISCONSIN
FILED
JUL 26 1995
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

The undersigned, being an adult resident of the State of Wisconsin acting as incorporator under the Wisconsin Nonstock Corporation Law, Chapter 181 of Wisconsin Statutes, adopts the following Articles of Incorporation:

ARTICLE 1

Name

The name of the Association is WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE 2

Period of Existence

The period of existence shall be perpetual.

ARTICLE 3

Purposes

The purposes shall be as follows:

(a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property located in the Village of Slinger; Washington County, Wisconsin and specifically described in Exhibit A attached hereto and incorporated herein; and to promote the health, safety and welfare of the occupant within said property;

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WIS SEC-STATE
FILE I.D. # W035862

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(b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration of Condominium Ownership; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, rent, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration of Condominium Ownership which is to be recorded in the office of the Register of Deeds for Washington County, Wisconsin;

(e) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for WOODVIEW HEIGHTS CONDOMINIUMS, as recorded in the Office of the Register of Deeds for Washington County, Wisconsin (hereinafter referred to as "Declaration");

(f) To borrow money, and with the assent of seventy-five percent (75%) of 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;

(g) 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 seventy-five percent (75%) of voting members, agreeing to such dedication, sale or transfer;

(h) To participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of voting members;

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(i) To engage in lawful activity within the purposes for which a nonstock, non-profit corporation may be organized and to have and to exercise any and all powers, rights and privileges a Wisconsin nonstock, non-profit corporation may now or hereafter have or exercise, all under Chapter 181, Wis. Stats.

ARTICLE 4

Members

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership shall be as set forth in the By-Laws of the corporation. The corporation may, as set forth in the By-Laws of the corporation, issue certificates evidencing membership in the corporation.

Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connect with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

ARTICLE 5

Powers

The corporation shall have all of the powers of a nonstock corporation as presently enumerated in the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes and all powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and as statutes may be hereafter amended.

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ARTICLE 6

Principal Office and Registered Agent

The location of the initial principal office of the corporation shall be W182 N9606 Appleton Avenue; Germantown, WI 53022, and the initial registered agent at such address shall be Jerome A. Bence, Jr. Washington County

ARTICLE 7

Directors

The number of Directors of the corporation shall be as fixed in the By-Laws but in no event shall be less than three (3), who need not be members of the Association. The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

ARTICLE 8

Names and address of initial Board of Directors

Jerome A. Bence, Jr.	N106 W14357 Aman Court; Germantown, WI 53022
Theresa M. Weitermann	N76 W16277 Brian Court; Menomonee Falls, WI 53051
Brian J. Bence	N81 W28682 Park Drive; Hartland, WI 53029

ARTICLE 9

Voting Rights

All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Declarant who shall be entitled to one (1) vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Declarant's control shall ceasa

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three (3) years after the first Unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

ARTICLE 10

Stock, Dividends, Dissolution

The Association may be dissolved with the assent of seventy-five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

The corporation shall not have or issue shares of stock, no dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purpose.

ARTICLE 11

Amendment

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 12

Name and Address of Incorporator

The name and address of the incorporator is:

NAME	ADDRESS (street & number, city, state and ZIP Code)
Jerome A. Bence, Jr.	N106 W14357 Amen Court Germantown, WI 53022

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Executed in duplicate on the 12th day of July, 1995

All incorporators

SIGN HERE By: _____
Jerome A. Bence, Jr.

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this 12th day of July A.D. 1995, the above-named Jerome A. Bence, Jr. to me known to be the person who executed the foregoing instrument, and acknowledged the same.

_____
Richard A. Rechlicz
Notary Public (SEAL)
My Commission is permanent.

This Document Was Drafted By
And Should Be Returned To:

LADEWIG and RECHLICZ
Attorney Richard A. Rechlicz
N88 W15125 Main Street
Menomonee Falls, WI 53051
(414) 251-2245

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Exhibit A

Legal Description

Lots 16, 17, 18, 19, 20, 21 and 22 of ELINOR'S ESTATES, A Subdivision of a part of the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 17, T10N, R19E, Village of Slinger, Washington County, Wisconsin.

Tax Key No. V5-0619-016 (Lot 16)
V5-0619-017 (Lot 17)
V5-0619-018 (Lot 18)
V5-0619-019 (Lot 19)
V5-0619-020 (Lot 20)
V5-0619-021 (Lot 21)
V5-0619-022 (Lot 22)

Form 3

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The State of Wisconsin

DATE: July 26, 1995

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
of

WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC.

The STATE OF WISCONSIN hereby grants to said organization the powers and privileges conferred upon it by Chapter 181 of the Wisconsin Statutes, for the pursuit of any purpose lawful under said Chapter, except as may be further limited in its articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date above written.

Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

ANNUAL REPORT Corporations filing articles of incorporation under Chapters 180, 181 or 185 of the Wisconsin Statutes are required to file an annual report with the Secretary of State.

Forms to Use Ch. 181 corporations use Form 17 and business corporations (Ch. 180) and cooperative associations (Ch. 185) use Form 16. Blank report forms are mailed to the corporation c/o its registered agent and office of record with the Secretary of State, and are distributed during the calendar quarter in which the report is due.

When to File The DUE DATE is fixed by the date the articles of incorporation were originally filed. An original filing date of May 26 falls within the second calendar quarter, and the DUE DATE for the report of that corporation, for example, will be June 30, the last day of that calendar quarter. The first report of a corporation is due in the year following that in which it files its articles of incorporation.

Where to File By mail, to WISCONSIN CORPORATION ANNUAL REPORT, at the address indicated on the report form, or at the Office of the SECRETARY OF STATE, 30 W. Mifflin, Madison.

REGISTERED OFFICE AND REGISTERED AGENT Corporations are required to maintain a registered office and agent in Wisconsin. The initial registered office and agent were established in the articles of incorportion, and a specific procedure must be followed in order to change that designation. Form 13 (for Ch. 180), Form 113 (for Ch. 181) and Form 204-13 (for Ch. 185) may be used to file a change of registered office and/or agent. Forms available upon request from SECRETARY OF STATE, P.O. Box 7846, Madison, WI, 53707.

The above requirements are statutory, and further it is important that the office and agent designations be kept current, as annual report forms, notices and other official communications are directed to the corporation or cooperative through the registered/principal office and agent of record.

REPORTING REQUIREMENT FOR CHARITABLE ORGANIZATIONS THAT SOLICIT CONTRIBUTIONS. Notice is hereby given, pursuant to s. 181.32(2), Wis. Stats., that a NONSTOCK, NONPROFIT corporation engaged as a charitable organization and soliciting contributions is subject to reporting requirements with the Wisconsin Dept. of Regulation & Licensing, pursuant to Ch. 440 of the Wisconsin Statutes. Please call or write the following for further information and filing requirements: WISCONSIN DEPT. OF REGULATION & LICENSING, Attn: Charitable Organizations, P. O. Box 8935, Madison, WI 53708. Phone (608) 266-0829.

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PROJECTED BUDGET FOR
WOODVIEW HEIGHTS CONDOMINIUM OWNERS ASSOCIATION, INC.

Insurance	$ 2,352.00
Electric	$ 1,176.00
Repairs	$ 7,392.00
Maintenance	$ 1,208.00
Lawn Care	$ 3,150.00
Snow Removal	$ 4,025.00
Public Sewer/Water for water softner	$ 693.00
Office Expense (Postage, supplies, etc)	$ 100.00
Legal & Accounting (Tax return, etc.)	$ 400.00
Management Fee	$ 1,344.00
Total Projected Budget	$21,840.00

The foregoing projected budget is based on the Declarant's assessment of the costs and expenses to be incurred by the Association as of the date of drafting. This assessment is based on costs and expenses, where available, and on the Declarant's assessment estimates where information is not available. In Declarant's opinion the proposed budget is reasonable and adequate, under existing circumstances, and the estimated annual assessment will be sufficient to meet the normal anticipated operating expense of the Association in its initial year of operation. However, because of the possibility of unforeseen changes in the economy, or increases or decreases in the expenses of operation, this projected budget is not intended to be a representation, guarantee or warranty of any kind whatsoever or an assurance that the actual expenses and income of the Association for any period of operation may not vary from the amounts shown in the projected budget or that the Association may not incur additional expenses, or that the annual assessment for any period may not vary from the amount shown in this projected budget. The Association's Board of Directors may provide for reserves not reflected in this budget. It may be expected, based on current trends, that such items as maintenance, repair, labor, insurance premiums and other related expenses will change in the future.

Based on the projected budget, the estimated assessment per Unit is $780.00 payable in monthly installments of $65.00.

Association dues are due the first of the month for that month.