BY-LAWS

OF

RIVERVIEW ESTATES CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS
OF
RIVERVIEW ESTATES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Riverview Estates Condominium Association, Inc. (the "Association") and the Condominium Declaration of the Association as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (the "Declaration"), the following are adopted as the By-Laws of the Association, which is a nonprofit nonstock corporation formed and organized to serve as an association of Unit Owners who own Units in real estate and the improvements thereto (hereinafter the "Property") under the condominium form of ownership, as provided in The Condominium Ownership Act (the "Act") under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. (Emphasized terms and other terms not herein defined, are used in the By-Laws as defined in the Declaration.)

These By-Laws shall be binding upon the Unit Owners, their heirs, successors and assigns and shall govern the use, occupancy, operation and administration of the Property.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 Members. The rights and qualifications of the members are as follows:

(a) Defined. Members of the Association shall be all Unit Owners. (The words "member" or "members" as used in the By-Laws means and shall refer to "Unit Owner" or "Unit Owners", as the case may be, as defined in the Declaration.) Every Unit Owner upon acquiring title to a Unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be established by the recording in the office of the Register of Deeds for Waukesha County of a deed or other instrument establishing

a change of record title to a Unit. Until such delivery, the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of Unit Owners.

(b) Membership Voting. One membership and one vote shall exist for each Unit. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interest and by the same type of tenancy in which the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List. If a Unit Owner is a partnership, then the voting rights of said Unit Owner may be exercised by a general partner of such Unit Owner, or if a Unit Owner of such partner is a corporation, then the voting rights of said Unit Owner or partner may be exercised by an officer or duly authorized agent of that corporation.

(c) Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Unit, if any, and the person or persons designated to cast the votes appertaining to such Unit. Only the persons so designated shall be entitled to cast votes in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by the persons having a majority ownership interest in the Unit.

(d) Transfer of Membership. Each membership shall be appurtenant to the Unit on which it is based and shall be transferred automatically upon conveyance of the 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 address of the new owner, identification of the Unit, date of transfer, name of the person designated to vote, and the mortgagee of the Unit, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. No Unit Owner may vote at meetings of the Association until the foregoing information is provided.

2.2 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of one-third

(1/3) of votes in the Association entitled to vote, present in person or by proxy. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days. Proxies must be filed with the Secretary before the appointed time of the meeting, and shall be revocable at any time (but not retroactively) by written notice to the Secretary by the person or persons granting the proxy. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 Act by Majority. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, and shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by the Act, the Articles of Incorporation or by these By-Laws.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and, in case of a special meeting, the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit Owners, to designated members pursuant to listings in the Membership List, and shall be mailed or personally delivered not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 Annual and Special Meetings. The annual meeting shall be held during the month of October of each year, commencing in 1991, on a date to be specified by the Board of Directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by twenty percent (20%) or more of the Unit Owners.

ARTICLE III

BOARD OF DIRECTORS

3.1 Initial Board of Directors. The initial Board of Directors shall consist of six (6) persons, as set forth in the Articles of Incorporation. The initial Board of Directors shall serve until the first annual election of directors. Thereafter directors shall be elected as described in this Article III.

3.2 Number, Qualifications, Election and Term of Directors. As of the first annual meeting and thereafter, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth below. Each member of the Board of Directors shall be a Unit Owner or, in the event that such Unit Owner is not a natural person, the appointee of such Unit Owner. If any appointee of a Unit Owner who is serving as a member of the Board of Directors is replaced by a successor at the direction of such member, his term as director shall cease upon the appointment of a successor by such member.

At the first annual meeting of the Association and thereafter, the five (5) directors elected by the members shall be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Three (3) directors whose terms will expire after one (1) year (Class "A" Director).

(b) Two (2) directors whose terms will expire after two (2) years (Class "B" Director).

In the event that a number other than five directors are elected in the future, an equal number of directors shall be classified into each class, to the extent possible. The successor to each director shall be elected to hold office for a term of two (2) years or until a successor is duly elected and qualified, or until removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.3 Powers and Duties of The Board of Directors. The Board of Directors shall exercise for the Association all powers, duties and authority vested therein by the Act, the Declaration, or these By-Laws, except for such powers, duties, and authority reserved thereby to the members of

the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations promulgated hereunder. The powers and duties of the Board of Directors shall include but are not limited to:

(a) To elect and remove the officers of the Association as hereinafter provided.

(b) To administer the affairs of the Association and the Property.

(c) To engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board of Directors may approve, as may be evidenced by a "Management Agreement" between the Association and such person.

(d) To administer, manage, and operate the Property, including the Common Elements, and to formulate policies therefor.

(e) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time.

(f) To provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Elements and payment therefor, and to approve payment vouchers or to delegate such approval to the officers or the Association, the manager or Managing Agent.

(g) To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to one or more other Units.

(h) To obtain adequate and appropriate kinds of insurance as provided in Paragraph 13 of the Declaration.

(i) To provide for the designation, employment and dismissal of employees and other personnel necessary

or advisable for the maintenance and operation of the Common Elements, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent).

(j) To appoint committees of the Board of Directors and to delegate to such committees the Board of Directors' authority to carry out certain duties of the Board of Directors.

(k) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board of Directors deems advisable.

(l) To estimate the amount of, prepare, adopt and distribute the annual budget, and to provide the manner of assessing, levying on and collecting from the Unit Owners their respective shares of the Common Expenses, as hereinafter provided.

(m) To keep detailed, accurate records of the receipt and expenditures affecting the use and operation of the Property.

(n) To enter into agreements or arrangements for premises suitable for use as apartments for Building personnel, upon such terms as the Board of Directors may approve.

(o) To acquire and convey property on behalf of the Association and to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, pursuant to Paragraph 19 of the Declaration.

(p) To act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interests may appear.

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

3.5 Removal of Directors. At any regular or special meeting of the membership duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.6 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as the annual meeting of the members for the purpose of election of officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.7 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board of Directors, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution.

3.8 Special Meetings Notice. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors on two (2) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.9 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver by him of notice of the time and place thereof, except where a director attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

3.10 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be

the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

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

ARTICLE IV

OFFICERS

4.1 Designation, Election, Vacancy and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary, Treasurer, and such other officers and assistant officers as the Board of Directors shall see fit to elect, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, whenever in such persons' judgment the best interest of the Association will be served thereby, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Vacancies in any office shall be filled by the Board of Directors by a majority vote of the remaining members thereof at a special meeting of the Board of Directors. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, alone or together with any other officer designated by the Board of Directors, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall preside over membership meetings, shall perform such other duties and have such other authority as may be delegated by the Board of Directors.

4.3 Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board of Directors to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, shall be designated as the officer to mail and receive all notices served by or upon the Board of Directors or the Association and execute amendments to the Declaration (including the Plat) and these By-Laws, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

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

ARTICLE V

OPERATION OF THE PROPERTY

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

5.2 Rules and Regulations; Adoption, Amendment and Enforcement. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common and Limited Common Elements and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to further the efficient operation of the Condominium or prevent unreasonable interference with the use of the respective Units and the Common Elements and facilities by persons entitled thereto. The Association members, their guests, and any occupants of the Units shall conform to and abide by all such rules and regulations. A violation of any such rule or regulation shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of two-thirds (2/3) or more of the votes present or represented at a meeting at which a quorum is in attendance, provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

5.3 Common Expenses. The Board of Directors shall determine the estimated Common Expenses of the Association, and shall prepare an annual operating budget (See Section 5.5 of this Article V) for the Association in order to determine the amount of the assessments payable by each Unit Owner to meet the estimated Common Expenses of the Association for the ensuing year. In the event that the Board of Directors shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessments as last determined. The amounts required by such budget shall be assessed against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be determined as a monthly payment due and payable by each Unit on a monthly basis. If not paid when due, the assessment shall bear interest at the highest rate permitted under the laws of the State of Wisconsin, determined as of the first day of

each month, from the due date until paid in full. All Unit Owners shall be obligated to pay Common Expenses hereunder notwithstanding the fact of a pending dispute with the Association or the Board of Directors on any matter. The Board of Directors shall have the right to publish in the Common Elements of the Property the names of all Unit Owners who are more than 30 days delinquent in the payment of their assessments. By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have authorized such publication.

5.4 Annual Operating Budget. The Board of Directors shall cause to be prepared and shall adopt and distribute to all Unit Owners a detailed estimated proposed annual budget for each fiscal year of the Association. Such budget shall set forth with particularity all anticipated Common Expenses by category as well as all anticipated assessments, other income, and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital funds, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other Common Expenses. Such budget shall also set forth each Unit Owner's proposed Common Expenses assessment. To the extent that the aggregate assessments and other cash income collected from the Unit Owners during the preceding year are more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in the budget. The annual budget shall also provide for a reserve for contingencies and a reserve for replacements, in reasonable amounts as determined by the Board of Directors. Each Unit Owner shall be delivered a copy of the annual budgets together with his notice for the annual meeting.

5.5 Special Assessments. In the event that during the course of any year, it shall appear to the Board of Directors that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or if there shall be any non-recurring Common Expenses or any Common Expenses not set forth in the annual budget as adopted, then the Board of Directors shall prepare and approve a special assessment covering the estimated deficiency for the remainder of the year, or such non-recurring Common Expenses or other Common Expenses, copies of which special assessment shall be furnished to each Unit Owner, and thereupon a special assessment shall

be made against each Unit Owner for his proportionate share thereof, provided, however, that expenditures arising from maintenance of, repairs to and replacements within the Limited Common Elements may be assessed, in whole or in part, to the Unit Owners benefited by such Limited Common Elements, as provided under Paragraph 15 of the Declaration.

5.6 Expenditures and Borrowing. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association. However, except for the Management Agreement described in Article III, Section 3.3(c) hereof and any other expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board of Directors shall not approve any expenditures or borrow any monies in excess of Ten Thousand Dollars ($10,000) for additions, alterations or improvements to the Common Elements, nor enter any contract of more than five (5) years duration without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

5.7 Default and Liens. All assessments, until paid, together with interest at the highest rate permitted under the laws of the State of Wisconsin from and after said Common Expenses become due and payable and actual costs of collection, constitute a lien on the Units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided in the Declaration and by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees, provided, however, that such lien shall be subordinate to the lien of any mortgage on the Property or any portion thereof, or on any interests of such Unit Owner, which mortgage is recorded prior to the making of the assessment and is owned or held by any Lender (as that term is defined in the Declaration), except for the amount of said proportionate share of such Common Expenses which become due and payable from and after the date on which such Lender either takes possession of the property or interest encumbered by such mortgage, accepts a conveyance of any interest therein (other than as security), files suit to

foreclose such mortgage and causes a receiver to be appointed. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The Board of Directors or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or as are otherwise provided or permitted at law or in equity, for the collection of all unpaid assessments. The owners of a Unit against which a lien has been filed by the Association shall not be entitled to vote at Association meetings until the lien has been paid in full. The provisions of this paragraph of this Article V shall not be amended, modified or rescinded without the prior written consent of all Lenders who are the holders or owners of a mortgage recorded prior to the date of such amendment, modification or rescission.

5.8 Conveyance of Unit. No Unit may be sold or conveyed unless and until all assessments due and payable and all assessments past due and payable have been paid in full by the Unit Owner.

5.9 Records and Statement of Account. The Board of Directors shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expenses incurred. Such records and the vouchers authorizing the payments involved shall be available for examination by the Unit Owners at convenient hours during weekdays. Payment vouchers may be approved in such manner as the Board of Directors may determine.

The Board of Directors shall, within ten (10) days after written request to it or the Association, furnish to any Unit Owner or his grantee a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

5.10 Discharge of Liens. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board of Directors, may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including actual attorneys' fees, incurred by reason of such lien.

5.11 Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Paragraph 7 of the Declaration.

ARTICLE VI

INSURANCE

The Association shall be required to obtain and maintain insurance as provided in the Declaration. Unit Owners shall carry insurance covering their Units. Each of the Association and each Unit Owner waive claims against the others for losses covered by insurance, and all such policies shall contain appropriate waivers of subrogation. The insurance obtained by the Association will not cover the contents of Units or public liability claims arising out of occurrences happening within the boundaries of the Units.

ARTICLE VII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

7.1 Rules and Regulations. The Units and the Common Elements and facilities and Limited Common Elements (in this paragraph sometimes collectively the "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following, which are adopted to provide for the orderly occupancy of the Property and for the protection of the value of the Units:

(a) Use. The commons shall be used only for the purposes for which they are reasonably suited and for purposes which are incidental to the use and occupancy of Units. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for purposes of access, ingress to, and egress from, use, occupancy and enjoyment of the respective Units owned by such Unit Owner. Such right to use the Common Elements shall be extended not only to each Unit Owner, but also to his agents, servants, family members, and invitees. However, the Limited Common Elements serving exclusively a single Unit or one or more adjoining Units are hereby assigned to such Unit or Units and the use of such Limited Common Elements is reserved to

the lawful occupants of such Unit or Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of The Act, Declaration, By-Laws and Rules and Regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declarations and By-Laws, provided the use of all common areas remain in compliance with zoning area requirements. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such Rules, Resolutions or Regulations as the Board may adopt or prescribe.

(b) Obstructions. A Unit Owner shall not place any objects in the commons other than in the Limited Common Elements reserved for his Unit unless permitted by the Board of Directors. There shall be no obstruction of the commons.

(c) Painting. A Unit Owner shall not paint or refinish any portion of the commons even if contiguous to his Unit except in accordance with rules established by the Board of Directors.

(d) Refuse. A Unit Owner shall not dispose of trash, garbage or other refuse outside of his Unit except in designated containers, in a clean and sanitary manner, and in accordance with rules established by the Board of Directors.

(e) Security. All Unit Owners shall comply with security rules for the Condominium as may be established by the Board of Directors.

(f) Animals and Poultry. No animals, reptiles, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the commons, except that common household pets (such as dogs, cats and birds, for example canaries or parakeets), not to exceed two (2) pets per household,) may be kept by Unit Owners, provided they are not kept or maintained for commercial or breeding purposes and are kept subject to the rules and regulations which may be adopted by the Association regarding same.

(g) Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the commons which will increase the rate of insurance on the commons, without the

prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the commons which will result in the cancellation of insurance on any Unit or any part of the commons, or which will be in violation of any law or ordinance. No waste will be committed in the commons.

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

(i) External Alterations, Etc. A Unit Owner shall not place signs or hang laundry, sheets, clothing etc. outside of his Unit or in a manner in which they are visible from outside his Unit. Unit Owners shall not make any alterations to the exterior of his Unit, including, but not limited to, structural changes, installation of a canopy, awning or outside television or radio antenna, without the prior written permission of the Board of Directors.

(j) Other Alterations, Additions or Improvements. No alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses alterations, additions and improvements of the Common Elements as provided in these By-Laws. No Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner which may affect the structural integrity of the Unit or the building without the prior written approval of the Board, and such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

(k) Storage. Articles of personal property belonging to any Unit Owner shall not be stored or kept in common areas.

(l) Wiring. No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board.

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

(n) Enforcement. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines to be charged and assessed against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for Common Expenses, including the foreclosure of a lien therefor.

7.2 Parking Spaces. Each Unit Owner shall have two (2) parking spaces, one in an attached, assigned indoor garage and one directly behind the garage. If a Unit Owner wishes to park more than two vehicles on Condominium Property (Common Elements and Units), he or she must make written application to the Board for permission to do so and comply with the applicable "Rules and Regulations," then in force governing the parking of said additional vehicles. The Board may give written approval to such applying Unit Owner for permission to park more than two vehicles but not more than four vehicles per Unit on Condominium Property, subject to the "Rules and Regulations" then in force.

7.3 Use and Occupancy Restrictions. No part of the property may be used for purposes other than single family residential owner-occupied housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence only, and for no other purpose. The foregoing restrictions as to residents shall not, however, be construed in such a manner as to prohibit an occupant from (i) maintaining his or her personal professional library; (ii) keeping his or her personal business or professional records or accounts; or (iii) handling his or her personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

7.4 Maintenance, Repairs and Replacements. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the Common Expenses, subject to these By-Laws and the rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefitted thereby or who occasioned some act, by neglect or misuse, and further, at the discretion of the Board, the Board may direct such Unit Owners to arrange for such maintenance, repairs and replacement in the name and for the amount of such Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement is required, the cost of which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements as may be determined by the Association, to the extent not covered by the Association's insurance, and may be assessed therefor by the Association.

The authorized representatives of the Association or Board, or the authorized representatives of the Managing Agent, with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or the Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, the Common Elements or the Limited Common Elements or to make any alteration required by any governmental authority.

ARTICLE VIII

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 IX

AMENDMENTS

9.1 By Members. Subject to the requirements of Article V, Section 5.7 hereof requiring the consent of certain lienholders under certain circumstances, these By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

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

ARTICLE X

OFFICERS AND DIRECTORS: LIABILITY AND INDEMNITY; TRANSACTIONS WITH ASSOCIATION

10.1 Liability of Directors and Officers. No director or officer shall be liable to the Association, its creditors, or any person asserting rights on behalf of the Association or its creditors, or any other person, for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless (1) the person asserting liability proves that the breach or failure to perform constitutes (a) a willful failure to deal fairly

with the Association in connection with the matter in which the director or officer has a material conflict of interest, (b) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful, (c) a transaction from which the director or officer derived an improper personal profit, or (d) willful misconduct, or (2) the monetary liability arises from a (a) civil or criminal proceeding brought by or on behalf of a governmental Unit, authority or agency, other than in its capacity as a private party or contractor, (b) a proceeding brought by a person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute, or (c) the director's vote in favor of making a loan to an officer or director of the corporation that is not made for a proper purpose in furtherance of the corporation's affairs.

10.2 Indemnity of Directors and Officers. The Association shall indemnify a director or officer, to the extent he or she has been successful on the merits or otherwise in the defense of any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person, for all reasonable expenses, including fees, costs, charges, disbursements and attorney fees, incurred in the proceeding, provided the director or officer was a party because he or she is a director or officer of the Association, and in all other cases, the Association shall indemnify a director or officer against liability, including judgments, settlements, penalties, assessment, forfeitures, fines and reasonable expenses, incurred by the director or officer in the proceeding, provided the director or officer was a party because he or she is a director or officer of the Association, unless the liability was incurred because the director or officer breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes (a) a willful failure to deal fairly with the Association in connection with the matter in which the director or officer has a material conflict of interest, (b) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful, (c) a transaction from which the director or officer derived an improper personal profit, or (d) willful misconduct.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent *plea, shall not, by* itself, create a presumption that indemnification of the director or officer is not required under this By-Law. No indemnification is required under this By-Law to the extent the officer or director has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding. Determination of whether indemnification is required under this By-Law shall be made by the means provided pursuant to Section 181.043 of the Wisconsin Nonstock Corporation Law.

The Association, by its Board of Directors, may indemnify in a like manner, or with any limitations, any employee or agent of the Association who is not a director or officer with respect to any action taken or not taken in his capacity as such employee or agent. The foregoing rights of indemnification shall be in addition to all rights to which directors, officers, employees or agents may be entitled as a matter of law, by resolution of the Board of Directors, or by written agreement with the Association. All terms used in this Section 10.2 for which a definition is provided in Section 181.041 of the Wisconsin Nonstock Corporation law and not otherwise herein defined shall have the meaning set forth in said statute.

10.3 Maintenance of Insurance. The Association may, by its Board of Directors, purchase and maintain insurance on behalf of any person who is a director, officer, employee or agent of the Association against liability asserted against and incurred by the person in his or her capacity as a director, officer, employee or agent, or arising from his or her status as a director, officer, employee or agent, regardless of whether the Association is required or authorized to indemnify the person against the same liability.

10.4 Transactions With the Association. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or

because his, her or their votes are counted for such purpose, if (a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the contract or transaction is fair and reasonable to the corporation. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE XI

MISCELLANEOUS

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

11.2 Address. The mailing address of the Association shall be 334-1 Riverview Drive, Delafield, Wisconsin 53018.

11.3 Seal. The Association shall not have a corporate seal.

11.4 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such Unit or other evidence of his title and the date of acquiring title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

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

11.6 Records and Reports. The Board of Directors or the Managing Agent shall keep detailed records of the actions of the Association and the Board of Directors,

minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners, and financial records, and books of account of the Association, including a chronological listing of receipts and expenditures, as well as separate account of each Unit or group of Units under common ownership which, among other things, shall contain the amount of each assessment of Common Expenses against such Unit, the date when due, the amount paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant which report need not be certified, shall be rendered by the Board of Directors to all Unit Owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

11.7 Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any Unit Owner shall be mailed or hand delivered to their respective addresses, as designated by the Unit Owners or the mortgagees to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the Unit Owners or their mortgagees need not be mailed by registered or certified mail.

11.8 Statement of Assessments. The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any Unit or interest therein, shall provide a statement of such person as to the amount of any assessments against such Unit then due and unpaid, within ten (10) business days after such request is received.

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

11.10 Business. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

11.11 Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

11.12 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

11.13 Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

11.14 Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.