BY-LAWS

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BY-LAWS

OF

COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.

PREAMBLE

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

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

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

ARTICLE I

Name, Address and Purpose.

The name of the corporation is COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC. (hereinafter "Association"), which is a non-stock, non-profit corporation organized and existing under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statues. The initial principal office of the corporation is P.O. Box 263, Delafield, Wisconsin, 53018. The purpose of the Association is to serve as the Association of Unit Owners of COUNTRY PLACE CONDOMINIUM located in the City of Delafield, Wisconsin, as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statues and subject to the terms and conditions of the Declaration for COUNTRY PLACE CONDOMINIUM.

ARTICLE II

Definitions

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

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

(b) "Unit Owner" means a person, combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a Condominium Unit which is part of the property or who has equitable ownership of a Condominium Unit as a land contract

vendee, but the definition excludes those having an interest in or lien on a Condominium Unit as security for the performance of an obligation.

(c) "Unit" means a part of a Condominium intended for any type of individual, private or independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building having outer boundaries as follows:

> The vertical boundaries of each Unit shall be the interior surfaces of the outside perimeter walls of the Unit (and attached garage); the center line of the common wall separating the Units in each building and the plane of the outside faces of doors and windows bounding a Unit extended in each case to an intersection with the horizontal boundaries. The horizontal boundaries shall be the plane of the undersurface of the 1st floor and the plane of the undersurface of the roof.

A Unit Owner may, with the approval of the Association Board of Directors, include in the construction of his Unit a structure (such as a fireplace, etc.) which extends beyond the above-mentioned outer boundaries, such structure shall be included with the definition of Unit as provided herein. a Unit shall include fixtures and improvements, including, but not limited to, pipes, ducts, electric wiring and conduits, plumbing, heating and air conditioning units and water heaters contained therein.

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

(e) "Limited Common Elements" means those Common Elements identified in the Declaration or the Condominium Plat as reserved for the

exclusive use of one or more but less than all the Unit Owners.

(f) "Declarant" means Kean F. Kemnitz.

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

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

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

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

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

ARTICLE III

Members, Voting and Meetings

3.1 Members. 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. Every Unit Owner upon acquiring title to a Unit under terms of the Declaration shall automatically become a member of the Association and shall remain 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.

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(ii) One Membership Per Unit. One (1) Class A membership (evidenced by a certificate of membership in the Association) and one (1) vote shall exist for each Unit, excepting those Units owned by Declarant. If title to a Unit is held by more than one (1) person, the membership related to that Unit shall be shared by such Owners in the same porportionate interests and by the same type of tenancy in which the title to the Unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List.

See Amendment II

(iii) Membership Roster. Every Unit Owner shall furnish the Association with his name, unit number and current mailing address and the name of the person designated to vote for his Unit. In the event a Unit Owner 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, their mailing addresses and the persons so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having ownership interest in the Unit. 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 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 maydeem pertinent, and the Association shall make appropriate changes to the membership Roster effective as of the date of transfer.

(b) Class B Members.

Class B member (s) shall be the Declarant and shall be entitled to one (1) membership and vote for each Unit (up to twenty six (26) 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.

3.2 Rights of Declarant. Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by the Declaration, the Act, or the By-Laws to the Association or its Officers, until the earlier of thirty (30) days after the conveyance of eighty (80%) of the Common element interest to purchasers or three (3) years from the date the first Unit is conveyed by Declarant to anyone other than Declarant. 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.

3.3 Quorum and Proxies for Members' Meetings. A quorum for members' meeting shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership Roster. Except as otherwise provided herein, the act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four (24) hours before the appointed time of the meeting. 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 orginally noticed.

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See Amendment IV

3.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place, within the State of Wisconsin, and the purposes for which the meeting is called shall be given by the President or Secretary of the Association, unless waived in writing by all members, to each member at his address as it appears on the Membership Roster of the Association and shall be mailed or personally delivered not less than ten (10) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors, within the State of Wisconsin. The annual meeting shall be held on the third (3rd) Tuesday in August of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

See Amendment V

3.5 Method of Conducting Meetings. All membership meetings will be conducted in accordance with the then current edition of Robert's Rules of Order. The President shall preside at all membership meetings and the Secretary shall record the resolutions passed at such meetings. Two non-board members appointed by the President shall count the votes at membership meetings.

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ARTICLE IV

Board of Directors

See Amendment VI

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

4.2 Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. The Board of Directors may obtain and pay for the services of any person or entity as a managing agent to manage the affairs of the Association to the extent

the Board of Directors deems advisable. The Board of Directors may hire such other personnel as it shall determine for the proper operation of the condominium. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assests of the Association or Condominium; provided, however, that the Board of Directors may not borrow, and may not pledge, mortgage or grant a security interest in the Common Elements of Limited Common Elements without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members. The Board of Directors may acquire and convey property both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than Five Hundred dollars ($500.00) without the prior approval of a majority of the members of the Association given at a regaular or a special meeting of the members.

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4.3 Election and Term of Directors. Not later than forty-five (45) days after the Declarant relinquishes control of the Association as provided herein, the Class A Members shall

hold a meeting and elect five (5) Directors to hold office until the next annual meeting of the Members of the Association. At the first annual meeting of the Association after the Declarant relinquishes control of the Association as provided herein, the members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

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

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

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

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years and until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner, hereinafter provided, so that the term of one (1) class shall expire in each year.

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

4.5 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members present at the meeting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created.

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4.6 Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

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

4.8 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.9 Quorum of Directors - Adjournments. Except as otherwise provided herein, at all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the tranaction 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.

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

ARTICLE V

Officers

See Amendment IX

5.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of President and Secretary, and a combination of the offices of President and Vice-President, may be held by the same person.

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

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

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

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

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

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

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

ARTICLE VI

Operation of the Property

6.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the Condominium, in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations established hereunder. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium. See Amendment X

REEL 542 IMAGE 857

6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements and Limited Common Elements by the Unit Owners and occpants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and Limited Common Elements by persons entitled thereto. The Association members and their families, lessees, or guests and any occupants of the Units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement

thereof as it deems necessary and appropriate including fines, penalties and/or special assessments (hereinafter collectively "fines"). Any such fines shall be deemed liquidated damages for breach of the rules and regulations of the Association which are accepted by unit owners upon becoming a member of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses and shall be collected in the same manner as common expenses. The rules and regulations may be altered and amended or repealed in the discretion of the Board of Directors. See Amendment XI

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6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and Limited Common Elements of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. All assessments until paid, plus all accured interest and actual costs of collection, including actual attorneys' fees, shall constitute a lien on the Units on which they are assessed, as hereinafter provided. If not paid on or before the due date, the charges shall

bear interest at the rate of twelve percent (12%) per annum until paid in full.

See Amendment XII

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

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

repair, although the obligation of the Unit Owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefor.

The annual budget shall be prepared and determined by August 10 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges

(except contributions to the reserve fund) may not be revised downward until two (2) years of experience exist. See Amendment XIII

6.5 Default. If a member of the Association is in default in the payment of any charges, expenses, assessments, and/or fines, (hereinafter collectively "assessments") for a period of more than thirty (30) days (hereinafter "delinquent"), the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to such delinquent member and his Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments until paid plus all accured interest and actual costs of collection and actual attorneys' fees incurred in connection with collection shall constitute a lien on the Units on which they are assessed if a statement of lien as provided in the Act is filed in the land records of the Clerk of Circuit court of Waukesha County, Wisconsin within two (2) years after the assessment becomes due. If a member of the Association is delinquent, said member, his family and guests may be prohibited from using the recreational facilities located in the Common Elements until all delinquent assessments have been paid. All matters concerning collection of assessments shall be administered by the Board of Directors. If any member of the Board of Directors is delinquent, the delinquent member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of

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delinquent members of the Board of Directors is such that the remaining members do not constitute a quorum for purposes of taking any collection action, the nondelinquent member(s) shall be able to take any action deemed advisable even though such member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any member of the Board of Directors who is delinquent may be removed from office by a vote of a majority of the nondelinquent member(s) of the Board of Directors even though such member(s) may constitute less than a quorum.

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See Amendment XIV

ARTICLE VII

Repairs and Maintenance

7.1 Individual Units. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances (including glass windows) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair with respect to his Unit and certain of its appurtenant Limited Common Elements as is more fully set forth hereinafter.

See Amendment XV

7.2 Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except landscaping and gardens planted and maintained by Unit Owners) and shall cause the same to be maintained repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent indi-

vidual Unit Owners are responsible therefor as provided hereinafter with respect to certain Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, members of his family or his lessee, in which case such expense shall be charges to such Unit Owner and his Unit), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements and Limited Common Elements (except landscaping and gardens planted and maintained by Unit Owners): REEL 542 IMAGE 863

--- All painting, repairing, restoration, maintenance, and decorating of building exteriors and roofs, including garages, patios and decks; excluding glass replacement.

--- General repair, maintenance, repair or replacement of exterior fixtures including mail boxes;

--- All grass cutting, edging and trimming;

--- Tending and cultivating bush beds and limited pruning of bushes and shrubbery;

--- Replacement of landscaping and shrubberies;

--- Tree pruning cutting and replacement;

--- Fertilizing, watering and weed control as required;

--- Raking and disposal of leaves and leaf removal from building gutters;

--- Repair, replacement or restoration of sidewalks, fences, driveways, retaining walls, and recreation area.

--- Repair and maintenance of exterior lights and associated equipment;

--- Snow removal of the private drive to a degree adequate for emergency access by the City vehicles.

--- Snow removal and salting of common walks, and roadways.

7.3 Individual Units and Limited Common Elements.

Except as otherwise provided herein, each Unit Owner, at his sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his Unit as defined in the Declaration and the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for any repair, maintenance, decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the interior of his Unit and the Limited Common Elements appurtenant to his Unit. The Unit Owner may decorate, paint and/or varnish the patio and deck appurtenant to his Unit if he so desires with the prior written consent of the Board of Directors of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any interior electric wiring and conduit, fixtures, plumbing, water heaters, doors, and windows (including replacement of bro-

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ken glass), steps, stairways, carpeting, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment (whether located in a Unit or in a Limited Common Element appurtenant thereto), dishwashers, disposals, laundry equipment such as washers and dryers, doorbells, garage door openers, storage areas, or other equipment which may be in, or connect with, the Unit or the Limited Common Element appurtenant to the Unit. See Amendment XVI

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

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

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ARTICLE VIII See Amendment XVII

~~Duties and Obligations of Unit Owners~~

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

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

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

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

See Amendment XVIII

(d) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the rules and regulations which may be adopted by the Association regarding same.

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

(f) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except upon the written consent of the Association.

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

8.2 Maintenance and Repair of Units. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which if omitted would affect the Condominium in its entirety or in a portion belonging to other Owners, and such Owner shall be personally liable to the Association or to adjoining Unit Owners, as the case may be; for any damages caused by his failure to do so.

8.3 Limited Common Elements. Every Unit Owner must maintain the Limited Common Elements appurtenant to his Unit in clean and proper condition in accordance with the provisions of these by-laws. No objects or structures, (other than movable furniture or decorative pieces) shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his Unit in a non-structural manner provided that decorations which are visible to other Units or to the public shall have prior written approval of the Board of Directors of the Association.

REEL 542 IMAGE 867

ARTICLE IX

See Amendment I

General

9.1 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of July, and end on the 30th day of June in each year.

9.2 Seal. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Wisconsin."

ARTICLE X

Amendments

10.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members at any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast by members of the Association.

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

REEL 542 IMAGE 868

ARTICLE XI

See Amendment XX

Miscellaneous

11.1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or files of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of his title to the Board

ARTICLE XI

MISCELLANEOUS

11. 1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or files of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto and shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership Roster of the Association.

11. 2 Mortgages. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership Roster of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

See Amendment XXI

11. 3 Indemnity of Officers and Directors. Every person who is or was a director of an officer of the Association (together with the heirs and personal representatives of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon him in

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

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance, shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article XI shall be deemed to obligate the Association to indemnify any member or Unit Owner who is or has been an employee, director or officer of the

REEL 542 IMAGE 870

Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Act, the Articles and By-Laws of the Association, as a member of the Association or Unit Owner covered thereby. See Amendment XXII

11. 4 Subordination. These By-Laws are suoordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, which shall control in case of any conflict.

11. 5 Interpretation. In case of any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

REEL 542 IMAGE 871

End of By-Laws

Country Place Condominium Association, Inc.
Resolution of the Bylaws

Enacted: 9-12-17
Effective: 9-12-17

Bylaws Resolution

WHEREAS, the Bylaws of Country Place Condominium Association, Inc. at Art. X, Section 10.1, allow amendments of the Bylaws by an affirmative vote of at least 67% of the total Unit Owner votes at a meeting called for such purpose; and

WHEREAS, the requisite affirmative votes were obtained with regard to amending the Bylaws at the annual meeting held on September 12, 2017 as follows;

NOW THEREFORE, BE IT RESOLVED THAT Article VIII, Section 8.1(a) shall be amended by inserting the underlined language to read as follows:

(a) Use and Leasing. No Unit Owner shall occupy or use his Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, the Owner's family, the Owner's guests or the Owner's lessees. Any lease entered into by the Owner must be for a term of at least one year. Notwithstanding anything to the contrary herein, no Unit Owner shall be allowed to lease anything less than the Unit as a whole to a tenant; in other words, no Owner may lease parts of his Unit to different tenants at one time.

COUNTRY PLACE CONODOMINIUM ASSOCIATION
BYLAW AMENDMENTS

FISCAL YEAR

Amendment to Bylaws: Article IX, Section 9.1, page 50:

9.1 Fiscal Year. The fiscal year of the Association shall be the calendar year, beginning on the 1st day of January and ending on the 31st day of December in each year.

EFFECTIVE: August 5, 2003

ANNUAL MEETING DATE & BUDGET

Amendment to Bylaws:

Article III, Section 3.4, page 31

3.4 The annual meeting shall be held on the first (1st) Tuesday in February of each year for the purpose…

EFFECTIVE: August 5, 2003

Article VI, Section 6.4, page 42

The annual budget shall be prepared and determined by January 20 of each calendar year.

EFFECTIVE: August 5, 2003

CONDO ASSN. ADDRESS

Amendment to Bylaws: Article I, p. 26.

Delete the following: "The initial principal office of the corporation is P.O. Box 263, Delafield, Wisconsin, 53018" and insert the following: The mailing address of the association is 180-7 Country Place, Delafield, Wisconsin, 53018"

EFFECTIVE: August 5, 2003

PROPERTY ACQUISITION/CONVEYANCE

Amendment to Bylaws: Article IV, Section 4.2, page 33

4.2 …The Board of Directors may not acquire or convey property with a cost of more than Fifteen Hundred dollars ($1500.00) without the prior approval of a majority of the members of the Association given at a regular or a special meeting of the members.

EFFECTIVE: November 26, 2002

OFFICERS

Amendment to Bylaws: Article V, Section 5.1, page 36:

5.1 Designation, Election, and Removal. The principal officers of the Association shall be three Co-Presidents, one Secretary, and one Treasurer, to be elected annually by the board of Directors. Upon the affirmative:…

EFFECTIVE: January 22, 1997

Document Print Date: 8/6/03

BY-LAWS AMENDMENT II

WHEREAS, Article 3.1(a)(iii) of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

"(iii) Membership Roster. Every Unit Owner shall furnish the Association with his name, unit number and current mailing address and the name of the person designated to vote for his Unit. In the event a Unit Owner 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, their mailing addresses and the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having ownership interest in the Unit. 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 meetings unless and until the amount necessary to release said lien has been paid at the time of membership meeting." and

WHEREAS, the Association wishes to amend said language;

THEREFORE BE IT RESOLVED:

That Article 3.1(a)(iii) of the By-Laws is amended to read as follows:

"(iii) Membership Interest. Every Unit Owner shall furnish the Association with his name, unit number and current mailing address and the name of the person designated to vote for his Unit. In the event a Unit Owner mailing address should be changed, the Unit Owner shall notify the Association, in writing, of such change. A Unit Owner is prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the persons unit and the amount necessary to release the lien has not been paid at the time of the meeting. The Association shall maintain a current Membership Roster showing the Unit Owners of each Unit, their mailing addresses and the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having ownership interest in the Unit.

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed ~~failed~~ this 12th day of August, 2013.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
Attorney J. Timothy Lovett
Water House Law Offices, LLC
1665 N. Water Street
Milwaukee, Wisconsin 53202
414-831-0688
414-918-4465 (fax)

BY-LAWS AMENDMENT III

WHEREAS, Article 3(a)(iv) of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

> "(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 practicable thereafter; be given 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 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 transfer"

and

WHEREAS, the Association wishes to amend said language;

THEREFORE BE IT RESOLVED:

That Article 3(a)(iv) of the By-Laws is amended to read as follows:

> "(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; but not more than 15 days, 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 the transfer.

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~Failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August 2013.

Notary Public, State of Wisconsin
My commission expires 3/6/16

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BY-LAWS AMENDMENT IV

WHEREAS, Article 3.4 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

"(iv) Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place, within the State of Wisconsin, and the purposes for which the meeting is called shall be given by the President or Secretary of the Association, unless waived in writing by all members, to each member at his address as it appears on the Membership Roster of the Association and shall be mailed or personally delivered not less than ten (10) days prior to the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors, within the State of Wisconsin. The annual meeting shall be held on the third (3rd) Tuesday of August of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast." and

WHEREAS, the Association wishes to amend said language;

THEREFORE BE IT RESOLVED:

Article 3.4 of the By-Laws is amended to read as follows:

"3.4 Time, Place, Notice and Calling of Members' Meeting (or Meetings). Written notice of all meetings stating the time and place, within the State of Wisconsin, and the purposes for which the meeting is called shall be given by the President or Secretary of the Association, unless waived in writing by all members, to each member at his address as it appears on the Membership Roster of the Association and shall be mailed or personally delivered not less than ten (10) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors, with the State of Wisconsin. The annual meeting shall be held on a date to be determined by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 1st day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
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BY-LAWS AMENDMENT V

WHEREAS, Article 3.5 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

> "3.5 Method of Conducting Meetings. All membership meetings will be conducted in accordance with the then current edition of Roberts's Rules of Order. The President shall preside at all membership meetings and the Secretary shall record the resolutions passed at such meetings. Two non-board members appointed by the President shall count the votes at membership meetings." and

WHEREAS, the Association wishes to amend said language;

THEREFORE BE IT RESOLVED:

Article 3.5 of the By-Laws is amended to read as follows:

> "3.5 Method of Conducting Meetings. All membership meetings will be conducted in accordance with the then current edition of Robert's Rules of Order. The President shall preside at all membership meetings and the Secretary shall record the resolutions passed at such meetings. Two non-board members appointed by the President, who are not running for the board, shall count the votes at membership meetings."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

~~Passed/failed~~ this 12th day of August, 2013.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2013.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

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BY-LAWS AMENDMENT VI

WHEREAS, Article 4.1 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

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

WHEREAS, the Association wishes to amend said language;

THEREFORE BE IT RESOLVED:

Article 4.1 of the By-Laws is amended to read as follows:

"4.1. Number and Qualification of Directors. The Board of Directors shall consist of five (5) persons.

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~Failed~~ this 17th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
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BY-LAWS AMENDMENT VII

WHEREAS, Article 4.2 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

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

The Board of Directors may borrow money for an on behalf of the Association as it deems advisable and necessary for the operation of the Association and ma pledge, mortgage or grant security interests in the assets of the Association or Condominium; provided however, that the Board of Directors may not borrow, and may not pledge, mortgage or grant a security interest in the Common Elements of Limited Common Elements without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members. The Board of Directors may acquire and convey property both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than Five Hundred dollars ($500.00) with the prior approval of a majority of the members of the Association given at a regular or a special meeting of the members." and

WHEREAS, the Association wishes to amend said language;

THEREFORE BE IT RESOLVED:

Article 4.2 of the By-Laws is amended to read as follows:

4.2 Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. The Board of Directors may obtain and pay for the services of any person or entity as a managing agent to manage the affairs of the Association to the extent the Board of Directors deems advisable. The Board of Directors may hire such other personnel as it shall determine for the proper operation of the

condominium. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws. The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assets of the Association or Condominium; provided, however, that the Board of Directors may not borrow, and may not pledge, mortgage or grant a security interest in the Common Elements of Limited Common Elements without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members. The Board of Directors may acquire and convey property, both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property, with a cost of more than ten percent of the annual budget, other than at a condominium lien foreclosure sale for property at the Association, without the prior approval of a majority of the members of the Association given at a regular or a special meeting of the members."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed ~~/failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 15T day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16



This document was prepared by:
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Milwaukee, Wisconsin 53202
414-831-0688
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BY-LAWS AMENDMENT VIII

WHEREAS, Article 4.5 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

"4.5 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members present at the meeting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created." and

WHEREAS, the Association wishes to amend said language;

THEREFORE BE IT RESOLVED:

Article 4.5 of the By-Laws is amended to read as follows:

"4.5 Removal of Directors. At any regular or special meeting duly called, with at least five (5) days advance notice that one of the purposes of the meeting is to remove him or her as a director, any one or more of the directors may be removed with or without cause by a majority of the votes of the members present at the meeting, in person or by proxy, and a successor may then and there be elected to fill the vacancy."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~Failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 15th day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

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BY-LAWS AMENDMENT XI

WHEREAS, Article 5.1 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

> "5.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the board of Directors. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of President and Secretary, and a combination of the offices of President and Vice-President, may be held by the same person." and

WHEREAS, the Association wishes to delete and replace said language;

THEREFORE BE IT RESOLVED:

Article 5.1 of the By-Laws is amended to read as follows:

" That the Association amend Article 5.1 of the By-Laws to remove the changes made by the January 22, 1997 amendment, such that Article 5.1 shall read as originally adopted in 1983 with the Association having the following officers: President, Vice-President, Secretary and Treasurer, each of whom are elected annually by the Board of Directors. "

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 15th day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

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BY-LAWS AMENDMENT X

WHEREAS, Article 6.2 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

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

WHEREAS, the Association wishes to delete and replace said language;

THEREFORE BE IT RESOLVED:

Article 6.2 of the By-Laws is amended to read as follows:

"6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements and Limited Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and Limited Common Elements by persons entitled thereto. The Association members and their families, lessees, or guests and any occupants of the Units shall conform to and abide by all such rules and regulations. A

violation of any such rules or regulations shall constitute a violation of the Declaration and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate including the issuance of fines. All fines shall be issued in conformity with Section 703.24 Wis. Stat. as amended from time to time. The rules and regulations may be altered, amended or repealed at the discretion of the Board of Directors."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed ~~Failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

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414-918-4465 (fax)

BY-LAWS AMENDMENT XI

WHEREAS, Article 6.3 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

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

WHEREAS, the Association wishes to delete and replace said language;

THEREFORE BE IT RESOLVED:

Article 6.3 of the By-Laws is amended to read as follows:

"6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and Limited Common Elements of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. All assessments until paid, plus all accrued interest and actual costs of collection, including actual attorneys' fees, shall constitute a lien on the Units on which they are assessed, as hereinafter provided. If not paid on or before the due date, the

charges shall bear compound interest at the rate of one and one-half percent (1 1/2%) per month until paid in full."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed ~~/failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
Attorney J. Timothy Lovett
Water House Law Offices, LLC
1665 N. Water Street
Milwaukee, Wisconsin 53202
414-831-0688
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WHEREAS, Article 6.4 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

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

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

The annual budget shall be prepared and determined by August 10 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget on which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revies the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided,

however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established for any two (2) preceding years, then the annual budget and charges (except contributions to the reserve fund) may not be revised downward until two (2) years of experience exist." and

WHEREAS, the Association wishes to delete and replace said language;

THEREFORE BE IT RESOLVED:

Article 6.4 of the By-Laws is amended to read as follows:

"6.4 Operating Budget. The annual operating budget shall provide for two (2) funds, one of which shall be designated the "operating fund" and the other the "reserve fund."

(a) The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, management services, insurance, common services, administration, materials and supplies.

(b) The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a special assessment. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the Condominium; or against each Unit, if resulting from action by the Association. The Unit Owner or Owner's responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed against the Unit Owner and/or occupant that is responsible.

(c) The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefore.

(d) The annual budget shall be prepared and determined by October 31st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

(e) If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and

the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, then the directors shall notify all members of a meeting called, within fifteen (15) days of the presentation of the petition for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than sixty-six percent (66%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
Attorney J. Timothy Lovett
Water House Law Offices, LLC
1665 N. Water Street
Milwaukee, Wisconsin 53202
414-831-0688
414-918-4465 (fax)

BY-LAWS AMENDMENT XIII

WHEREAS, Article 6.5 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

> "6.5 Default. If a member of the Association is in default in the payment of any charges, expenses, assessments and/or fines, (hereinafter collectively "assessments) for a period of more than thirty (30) days (hereinafter "delinquent") the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to such delinquent member and his Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments until paid plus all accrued interest and actual costs of collection and actual attorneys' fees incurred in connection with collection shall constitute a lien on the Units on which they are assessed if a statement of lien as provided in the Act is filed in the land records of the Clerk of Circuit Court of Waukesha County, Wisconsin within two (2) years after the assessment becomes due. If a member of eh Association is delinquent, said member, his family and guests are prohibited from using the recreational facilities located in the Common Elements until all delinquent assessments have been paid. All matters concerning collection of assessments shall be administered by the Board of Directors. If any member of the Board of Directors is delinquent, the delinquent member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of delinquent members of the Board of Directors is such that the remaining members to not constitute a quorum for purposes of taking any collection action, the nondelinquent member(s) shall be able to take any action deemed advisable even though such member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any member of the Board of Directors who is delinquent may be removed from office by a vote of a majority of the nondelinquent member(s) of the Board of Directors ever though such member(s) may constitute less than a quorum." and

WHEREAS, the Association wishes to delete and replace said language;

THEREFORE BE IT RESOLVED:

Article 6.5 of the By-Laws is amended to read as follows:

"6.5 Default. If a member or tenant of the Association is in default in the payment of any charges, expenses or assessments for a period of more than thirty (30) days, then that member or tenant shall be "delinquent." Upon a member or tenant becoming delinquent the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to any units owned by the member or resided in by the tenant. All assessments

until paid shall constitute a lien on the Units on which they are assessed, if a lien is properly filed under Chapter 703 Wis. Stat. as amended from time to time."

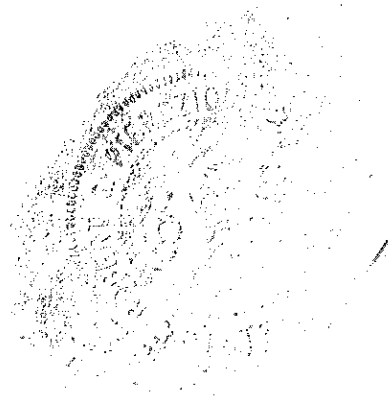
By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 14 day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16



This document was prepared by:
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Milwaukee, Wisconsin 53202
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BY-LAWS AMENDMENT XIV

WHEREAS, the Association desires to amend and add §6.6 to the By-Laws;

THEREFORE BE IT RESOLVED:

Article 6.6 of the By-Laws is added to read as follows:

"6.6 Suits or Claims Brought Against the Association. In any court proceeding brought by or against a unit owner or tenant, in which the Association is a party, if the Association is the prevailing party with respect to any claims brought by an Owner or the Association is the prevailing party with respect to any claims brought against an Owner, the Association shall be entitled to collect its costs, including reasonable attorney fees."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
Attorney J. Timothy Lovett
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414-918-4465 (fax)

BY-LAWS AMENDMENT XV

WHEREAS, Article 7.2 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

"7.2 Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except landscaping and gardens planted and maintained by Unit Owners) and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit Owners are responsible therefor as provided hereinafter with respect to certain Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence of misuse of a Unit Owner, members of his family or his lessee, in which case such expense shall be charges to such Unit Owner and his Unit), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements and Limited Common Elements (except landscaping and gardens planted and maintained by Unit Owners):

- All painting, repairing, restoration, maintenance and decorating of building exteriors and roofs, including garages, patios and decks,; excluding glass replacement;
- General repair, maintenance, repair or replacement of exterior fixtures including mail boxes;
- All grass cutting, edging and trimming;
- Tending and cultivating bush beds and limited pruning of bushes and shrubbery;
- Replacement of landscaping and shrubberies;
- Tree pruning, cutting and replacement;
- Fertilizing, watering and weed control as required;
- Raking and disposal of leaves and leaf removal from building gutters;
- Repair, replacement or restoration of sidewalks, fences, driveways, retaining walls and recreation area;
- Repair and maintenance of exterior lights and associated equipment;
- Snow removal of the private drive to a degree adequate for emergency access by City vehicles; and
- Snow removal and salting common walks and roadways." and

WHEREAS, the Association wishes to delete and replace said language;

THEREFORE BE IT RESOLVED:

Article 7.2 of the By-Laws is amended to read as follows:

7.2 Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements.

(a) The Association shall cause the Common Elements to be maintained, repaired, replaced and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit Owners are responsible for the maintenance and/or removal of specific landscaping and gardens planted by Unit Owners with the prior written consent of the Board of Directors.

(b) Unit Owners shall cause the Limited Common Elements appurtenant to his or her Unit to be maintained, repaired, replaced and kept in good, clean, attractive and sanitary condition, order, and repair, subject to the Declaration, By-Laws, Rules and Regulations and any direction of the Board of Directors. No objects or structures, other than movable furniture or decorative pieces, shall be placed on the Limited Common Element without the prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his Unit in a non-structural manner provided that decorations which are visible to other Units or to the public shall have prior written approval of the Board of Directors of the Association

(c) Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which if omitted would affect the Condominium in its entirety or in a portion belonging to other Owners, and such Owner shall be personally liable to the Association or to adjoining Unit Owners, as the case may be; for any damages caused by his or her failure to do so."

"By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
Attorney J. Timothy Lovett
Water House Law Offices, LLC
1665 N. Water Street
Milwaukee, Wisconsin 53202
414-831-0688

BY-LAWS AMENDMENT XVI

WHEREAS, the Association desires to delete Article 7.4 of the By-Laws;

THEREFORE BE IT RESOLVED:

The following Article 7.4 is hereby deleted in its entirety:

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

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
Attorney J. Timothy Lovett
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Milwaukee, Wisconsin 53202
414-831-0688
414-918-4465 (fax)

BY-LAWS AMENDMENT XVII

WHEREAS, the Association desires to amend the caption for Article 8.1 of the By-Laws;

THEREFORE BE IT RESOLVED:

The following caption for Article 8.1 is hereby amended to read "Additional Duties and Obligations of Unit Owners. All remaining wording of Article 8.1 remains unchanged.

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed ~~/failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
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414-831-0688
414-918-4465 (fax)

BY-LAWS AMENDMENT XVIII

WHEREAS, Article 8.1(d) of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

"(d) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the rules and regulations which may be adopted by the Association regarding the same." and

WHEREAS, the Association wishes to delete and replace said language;

THEREFORE BE IT RESOLVED:

Article 8.1(d) of the By-Laws is amended to read as follows:

"(d) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements, except that up to two (2) dogs or cats (e.g. 2 dogs or 2 cats or 1 of each) and fish in an aquarium of not more than 50 gallons may be kept in a Unit, subject to the Rules and Regulations which may be adopted by the Association from time to time. "

"By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 15th day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
Attorney J. Timothy Lovett
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414-918-4465 (fax)

BY-LAWS AMENDMENT XIX

WHEREAS, the Association desires to delete Article 8.1(g) of the By-Laws;

THEREFORE BE IT RESOLVED:

The following Article 8.1(g) is hereby deleted in its entirety:

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

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
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414-918-4465 (fax)

BY-LAWS AMENDMENT XX

WHEREAS, Article 11.1 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

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

WHEREAS, the Association wishes to amend said language;

THEREFORE BE IT RESOLVED:

Article 11.1 of the By-Laws is amended to read as follows:

"11.1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance of a Unit or other evidence of his title thereto, with a copy provided to the Board of Directors within fifteen (15) days of the transfer of ownership."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 1st day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/14

This document was prepared by:
Attorney J. Timothy Lovett
Water House Law Offices, LLC
1665 N. Water Street
Milwaukee, Wisconsin 53202
414-831-0688
414-918-4465 (fax)

BY-LAWS AMENDMENT XXI

WHEREAS, Article 11.3 of the By-Laws of the Country Place Condominium Association, Inc. (hereinafter the "Association") provides as follows:

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

All liability loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance, shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article XI shall be deemed to obligate the Association to indemnify any member or Unit Owner who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Act, the Articles and By-Laws of the Association, as a member of the Association or Unit Owner covered thereby." and

WHEREAS, the Association wishes to delete and replace said language;

THEREFORE BE IT RESOLVED:

Article 11.3 of the By-Laws is amended to read as follows:

"11.3 Indemnity of Officers and Directors. Every person who is or was a director of an officer of the Association (together with the heirs and personal representatives of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon him or her in

connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for intentional or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel to the Association that the person to be indemnified has not and would not likely be found to have performed an act of intentional or willful misconduct in the performance of his duty as a director or officer in relation to the matter involved.

The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance, shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any member or Unit Owner who is or has been an employee, director or officer of the .Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Act, the Articles and By-Laws of the Association, as a member of the Association or Unit Owner covered thereby."

By affirmative vote of 67% or more of the Unit Owners per Article X of the By-Laws.

Passed/~~failed~~ this 12th day of August, 2012.

I, _____, as President of Country Place Condominium Association, Inc. do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me
this 15th day of August, 2012.

_____
Notary Public, State of Wisconsin
My commission expires 3/6/16

This document was prepared by:
Attorney J. Timothy Lovett
Water House Law Offices, LLC
414-31-0688