PART B

BYLAWS

OF

FOUNTAINVIEW CONDOMINIUM ASSOCIATION, INC.

CITY OF GREENFIELD, WISCONSIN

DECLARANT

FOUNTAINVIEW DEVELOPMENT, LLC
7940 North 81st Street
Milwaukee, WI 53223

BYLAWS OF

FOUNTAINVIEW CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

		Page
ARTICLE I.	NAME AND PURPOSE	Page 1 of 14
ARTICLE II.	MEMBERS, VOTING AND MEETINGS	Page 1 of 14
ARTICLE III.	BOARD OF DIRECTORS	Page 3 of 14
ARTICLE IV.	OFFICERS	Page 5 of 14
ARTICLE V.	OPERATION OF THE PROPERTY	Page 7 of 14
ARTICLE VI.	DUTIES AND OBLIGATIONS OF UNIT OWNERS	Page 9 of 14
ARTICLE VII.	GENERAL	Page 11 of 14
ARTICLE VIII.	AMENDMENTS	Page 11 of 14
ARTICLE IX.	MISCELLANEOUS	Page 12 of 14
ARTICLE X.	MEMBER ASSOCIATION IN TUCKAWAY OF GREENFIELD, INC.	Page 14 of 14

AMENDED

BYLAWS

OF

FOUNTAINVIEW CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Fountainview Condominium Owners' Association, Inc. and the Condominium Declaration of Fountainview Condominiums, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter called the "Declaration") by Fountainview Development, LLC (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the Amended Bylaws of Fountainview Condominium Owners' Association, Inc. (hereinafter referred to as the "Association"), which is a non-profit corporation, formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

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

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 **Members.** The corporation shall have two classes of members, and the rights and qualifications of the members are as follows. Notwithstanding any other provisions contained herein, the Declarant shall have and maintain control of the Association as provided in the Condominium Declaration and, in the event of any ambiguity or inconsistency between the Condominium Declaration and these Amended By-Laws, the terms and provisions of the Condominium Declaration shall control.

2.2

(A) **Class A Members.**

1. **Defined.** Class A members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. Every Unit Owner, upon acquiring ownership, automatically becomes a member of the Association and shall remain a member thereof until such time as his or her ownership of such Unit ceases for any reason, at which time membership in the Association shall automatically cease.

2. **One Vote Per Unit.** One Class A membership and one vote shall exist for each Unit, excepting those Units owned by Declarant. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership List. The Association may prohibit any Unit Owner from voting at a meeting if the Association has a recorded statement of condominium lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

3. **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit. Every Unit Owner shall furnish the Association with his or her name and current mailing address. No Unit Owner may vote at a meeting of the Association unless this information is furnished.

4. **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 of the new owner, identification of 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 List effective as of the date of transfer.

(B) **Class B Members.**

Class B member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Unit owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding three (3) years from the first conveyance to any person other than a Declarant, whichever first occurs.

2.2 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 List. 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 the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary 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 originally noticed.

2.3 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time, place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at the Member's address as it appears on the books of the Association, and shall be mailed or personally delivered not less than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the third Monday in January of each year for the purpose of electing directors and of 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 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.

ARTICLE III

BOARD OF DIRECTORS

3.1 Number and Qualifications of Directors. The initial Board of Directors shall consist of three (3) persons appointed by Declarant, who need not be members of the Association, to serve as hereinafter set forth. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the members of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors. The remaining members of the Board of Directors shall serve until Class B membership ceases and is converted to Class A membership as provided in Article III herein, or a date not exceeding three (3) years from the first conveyance of a Unit by a Declarant to any person other than Declarant, whichever shall occur first. Thereafter, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for

INTRODUCTION

During the annual meeting of January 21, 2010, as noted in the agenda, a motion was to request that the Association's By-Laws be amended to permit emailing as an option to U.S. postal service and in person delivery for the distribution of meeting notices and other required dissemination of information.

The motion was made, seconded, and received votes of acceptance by more than two-thirds (2/3) of the Association membership. The By-Laws were therefore amended, as shown below, effective at the time of the voting.

ACTION

Each Association member should file this notification between pages 3 and 4 of their copy of the By-Laws.

AMENDMENT TO BY-LAWS

Paragraph 2.3 of the By-Laws is amended as follows.

As Written

... books of the Association, and shall be mailed or personally...

As Amended

...books of the Association, and shall be mailed or emailed or personally...

which they severally hold office as set forth in Paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.2 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. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Amended Bylaws.

3.3 Election and Term of Directors. At the first annual meeting of the Association after the termination of Class B membership, the members shall elect three (3) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

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

(b) One (1) director whose term will expire after two (2) years, at the second annual meeting of the Association after the director's election.

(c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after the director's 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, or 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 class of directors shall expire in each year.

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

3.5 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 entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 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.

INTRODUCTION

During the annual meeting of January 21, 2010, as noted in the agenda, a motion was made to request that the Association's By-Laws be amended to increase the number of board members from three (3) to five (5).

The motion was made, seconded, and received votes of acceptance by more than two-thirds (2/3) of the Association membership. The By-Laws were therefore amended, as shown below, effective at the time of the voting.

ACTION

Each Association member should file this notification between pages 4 and 5 of their copy of the By-Laws.

AMENDMENT TO BY-LAWS

Paragraph 3.3 of the By-Laws is amended as follows.

As Written No Change

As Amended, Adding (after subparagraph c)

Subsequently, starting with the annual meeting scheduled in January of 2010, the number of directors will be increased to five (5). One additional director will be elected to a term of office that will expire after two (2) years and one additional director will be elected to a term of office that will expire after (3) years.

3.7 **Special Meetings and Notice.** Special meetings of the Board of Directors may be called by the President, or by two (2) 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.

3.8 **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 the director of the time and place thereof. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 **Quorum of Directors – Adjournments.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 **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.

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

3.12 **Informal Action.** Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

4.1 **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 the officer's successor shall be

elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 **President.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors, and 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 designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 **Vice-President.** The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and 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 the Board of Directors.

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

4.5 **Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer 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 and assessments made by the Association.

4.6 **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 that person 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 person would have exercised or used under the circumstances in the conduct of the person's own affairs, or (b) took or omitted 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 or she has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which the director of officer may be entitled as a matter of law.

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

ARTICLE V

OPERATION OF THE PROPERTY

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Amended Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 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, 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 contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units, Common Elements and Limited Common Elements by persons entitled thereto.

5.3 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 facilities 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 day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum on the unpaid balance until paid in full.

5.4 Operating Budget. The annual operating budget shall provide for two 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, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses, such as painting or renovation. If 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. If both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged equally against the Units.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any Unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit Owner or Unit Owners responsible for any lien which is paid by the Association, but not the obligation of the Association, shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible thereof.

The annual budget shall be prepared and determined by December 15 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 to each member copies of the budget on which such common charges are based.

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 with respect to such charges, 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 may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 Default. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for, and on behalf of, the Association, as representative of all members, to enforce collection of such delinquencies, or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee.

5.6 Manner of Borrowing Money. Upon the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess Unit Owners according to their respective percentages a charge sufficient to cover monthly principal and interest amortization.

The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

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

a) Use. No Unit shall be occupied or used for any purposes other than a single family private residence.

b) Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored therein, without the prior consent of the Association.

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

d) Signs. No sign of any kind shall be displayed to the public view on or from any Unit, without prior consent of the Association.

e) Animals. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) pets per Unit; provided, however, that:

(i) The pet is under twenty-six (26") inches in height when measured from the base of its fore-paw to the top of the corresponding shoulder;

(ii) The pet is not permitted on any of the Common Elements while unattended or unleased;

(iii) The individual attending the pet immediately disposes of any and all of the pet's solid waste in the manner prescribed by the Association;

(iv) The owner of the pet complies with such rules of pet ownership as may be promulgated by the Association; and

(v) A pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, the pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein, or otherwise violates the terms of this subparagraph (e).

(vi) Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred Dollars ($500.00) per month, or part thereof, until the owner has complied. Such pet fee may be collected in the same manner as assessments under Section 5.3.

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

g) Leasing of Units. No Unit shall be leased or rented except upon the express written approval of the Association, and upon such terms and conditions as the Association may, from time to time, determine.

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

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

j) Remedies. Failure to comply with any of these Amended Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable for the Association or, in a proper case, by an aggrieved member.

6.2 Maintenance and Repair of Units. Every Unit Owner must perform properly, or cause to be performed, all maintenance and repair work within the Owner's Unit which, if omitted, would affect the project in its entirety or in a portion belonging to other Unit Owners, and such Unit Owners shall be personally liable to the Association for any damages caused by failure to do so.

6.3 Limited Common Elements. Every Unit Owner must maintain the Limited Common Elements appurtenant to the Owner's Unit in clean and proper condition. No objects or structures other than approved moveable 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 the Owner's Unit in a nonstructural manner, provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association. Until all Units are sold by Declarant, or twenty-four (24) months after the sale of the first Unit to be sold, whichever shall occur first, the Declarant shall have the sole and exclusive right to either approve or disapprove decorations, moveable furniture or other decorative pieces in the Limited Common Elements as set forth in this paragraph. As soon as all Units are sold, or the expiration of twenty-four (24) months after the sale of the first Unit, whichever shall occur first, the right of approval or disapproval shall rest with the Board of Directors of the Association.

6.4 Additional Rules and Regulations. Additional rules and regulations concerning the use of the Common and Limited Common Elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

ARTICLE VII

GENERAL

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

7.2 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 corporation and the words "Corporate Seal, Wisconsin".

ARTICLE VIII

AMENDMENTS

8.1 By Members. These Amended Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of Unit Owners having sixty-six and two-thirds percent (66⅔%), or more, of the votes.

8.2 Rights of Declarant. No amendment of these Amended Bylaws shall alter or abrogate the rights of Declarant, without the Declarant's consent, as contained in these Amended Bylaws. Declarant shall have the right to amend these Amended Bylaws, at its sole discretion, until the Class B membership shall cease.

ARTICLE IX

MISCELLANEOUS

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

9.2 Mortgages. Any Unit Owner who mortgages a Unit, or any interest therein, shall notify the Board of Directors of the name and address of the mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors, at the written request of any mortgagee, shall furnish timely written notice of:

A. Any condemnation loss or any casualty loss which affects the material portion of the property or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.

C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any 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.

The Association shall be required to make available to Unit Owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, Amended Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 Books of Receipts and Expenditures; Availability for Examination. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

9.4 Indemnity of Officers and Directors. Every person who is, or was, a director or officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys fees) asserted against, incurred by, or imposed upon, such person in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which the person is made, or threatened to be made, a party by reason of being or having been such director or officer, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross 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 gross 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 or her 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 expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article IX shall be deemed to obligate the Association to indemnify any member or owner of a condominium Unit who is, or has been, an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles, Bylaws and Amended Bylaws of the Association, as a member of the Association, or owner of a condominium Unit covered thereby.

9.5 Subordination. These Amended Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto, and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

9.6 Interpretation. If any provision of these Amended Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Amended Bylaws 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 Owner.

9.7 Association Mailing Address. The mailing address of the association is 7940 North 81st Street, Milwaukee, Wisconsin 53223.

ARTICLE X

MEMBER ASSOCIATION IN TUCKAWAY OF GREENFIELD, INC.

The Association shall be a Member Association of Tuckaway of Greenfield, Inc., and shall be obligated to contribute its share of assessments, fees and dues levied or assessed by the Board of Governors of Tuckaway of Greenfield, Inc. for such items including, but not limited to, maintenance/reserve funds for shared facilities, fence reserves, roadway maintenance, repair and snow/ice removal, Grange Avenue lawn care and administration expenses of the Board of Governors of Tuckaway of Greenfield, Inc.

END OF AMENDED BYLAWS

PART C

ARTICLES OF INCORPORATION

OF

FOUNTAINVIEW CONDOMINIUM
OWNERS' ASSOCIATION, INC.

DECLARANT

FOUNTAINVIEW DEVELOPMENT, LLC
7940 North 81st Street
Milwaukee, WI 53223

ARTICLES OF INCORPORATION
TABLE OF CONTENTS

ARTICLE I
NAME 1

ARTICLE II
PERIOD OF EXISTENCE 1

ARTICLE III
PURPOSES 1-2

ARTICLE IV
MEMBERS AND VOTING 2

ARTICLE V
PRINCIPAL OFFICE AND REGISTERED AGENT 2

ARTICLE VI
DIRECTORS 2-3

ARTICLE VII
CORPORATOR 3

ARTICLE VIII
AMENDMENTS 3

ARTICLE IX
STOCK, DIVIDENDS, AND DISSOLUTION 3-4

ARTICLES OF INCORPORATION

OF

FOUNTAINVIEW CONDOMINIUM

OWNERS' ASSOCIATION, INC.

The undersigned, being a limited liability corporation acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be FOUNTAINVIEW CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE II

PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

The purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Pineview Development Condominiums, (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the law, subject to the Act and the Declaration.

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 7940 North 81st Street, Milwaukee, Wisconsin 53223, and the initial registered agent shall be Russell J. Maticek, Sr. at the same address.

ARTICLE VI

DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws, but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and By-Laws of this corporation.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Russell J. Maticek, Sr.
7940 North 81st Street
Milwaukee, WI 53223

Russell J. Maticek, Jr.
7940 North 81st Street
Milwaukee, WI 53223

Dennis R. Gritzmacher, Jr.
7940 North 81st Street
Milwaukee, WI 53223

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of this corporation is:

Robert C. Salzer
14380 West Capitol Drive
Brookfield, WI 53005-2323

ARTICLE VIII

AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of Seventy-five Percent (75.0%) of the entire membership of the corporation.

ARTICLE IX

STOCKS, DIVIDENDS AND DISSOLUTION

This corporation shall not have nor issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors, or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors, or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than Seventy-five Percent (75.0%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts, or other organizations and/or dedicated to an appropriate public agency or agencies, provided, however, that any such non-profit corporation, society, trust, other organization, or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-

profit corporation, society, association, trust, other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed this 10th day of September, 2003.

Robert C. Salzer

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 10th day of September, 2003, the above-named ROBERT C. SALZER, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Notary Public
Waukesha County, State of Wisconsin
My commission is permanent.

This instrument drafted by:

ROBERT C. SALZER
Attorney at Law
14380 West Capitol Drive
Brookfield, WI 53005-2323
(262) 781-4040
State Bar #01016308

PART D

PROJECTED OPERATING BUDGET

OF

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, WISCONSIN

DECLARANT

FOUNTAINVIEW DEVELOPMENT, LLC
7940 North 81st Street
Milwaukee, WI 53223

PROJECTED ANNUAL OPERATING BUDGET

OF

FOUNTAINVIEW CONDOMINIUM

Insurance	$_____
Snow Removal	$_____
Lawn Care	$_____
Sewer and Water	$_____
Bank Fees	$_____
Accounting Fees	$_____
Reserve for Repairs	$_____
	$_____

The Projected Annual Budget of Fountainview Condominium has not yet been determined, but it is estimated that reasonable sums will be needed to cover the above-indicated items. Initial monthly dues shall be $125.00/month/Unit.

PART E

CONDOMINIUM PLAT, FLOOR PLANS AND MAP

OF

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, WISCONSIN

DECLARANT

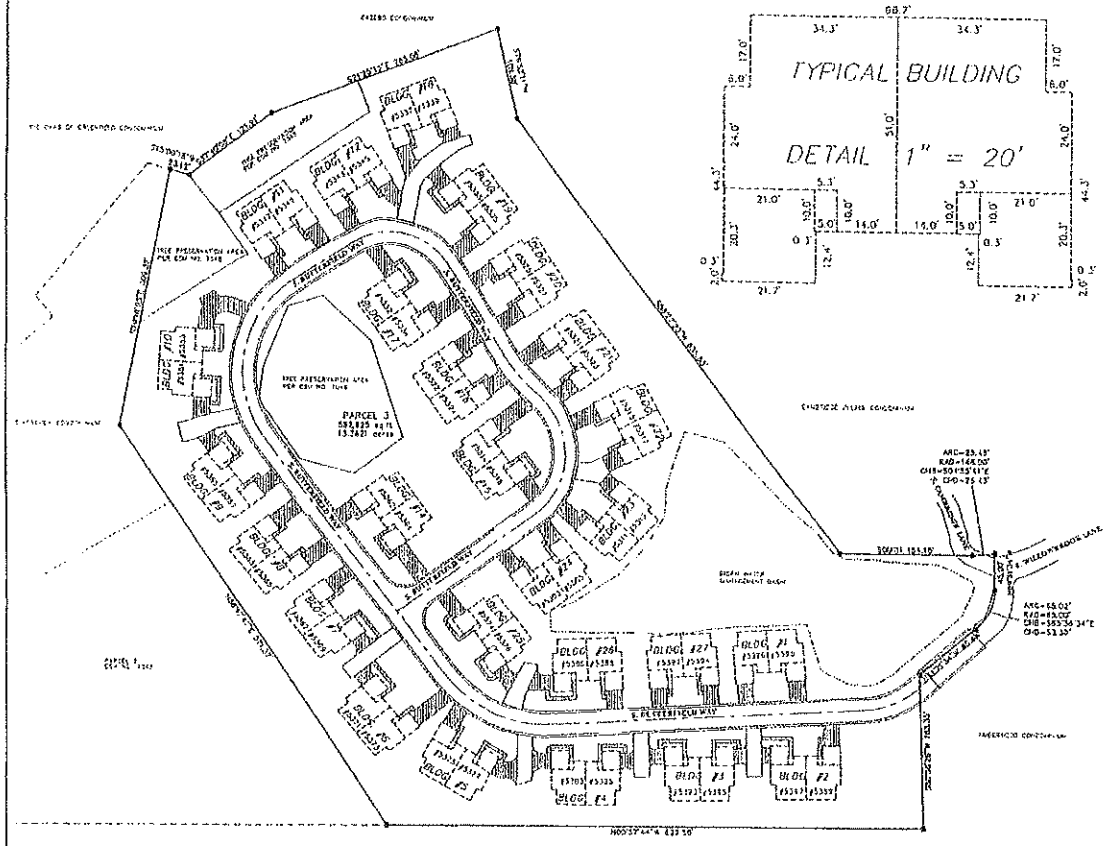
FOUNTAINVIEW DEVELOPMENT, LLC
7940 North 81st Street
Milwaukee, WI 53223

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN

SITUATED ON S. BUTTERFIELD WAY IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 3 OF CERTIFIED SURVEY MAP NO. 7048, BEING ALL THAT PART OF PARCEL 1 AND PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5037, BEING A DIVISION OF PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.



NOTES :

1. SEE SECTION OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
4. SEE PAGE 2 FOR DETAILED BUILDING AREA DIMENSIONS.

● - DENOTES 1" IRON PIPE

▨ - DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

I, JOHN P. CASUCCI, RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY. THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF FOUNTAINVIEW CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE GEOMETRIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

John P. Casucci 6/24/03
JOHN P. CASUCCI, RLS, S-2055 DATE

WISCONSIN JOHN P. CASUCCI S-2055 LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 100 ft.

National Survey & Engineering
Telephone 262-781-1000
Facsimile 262-297-7273
10745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5303
www.nsea.com

EXHIBIT A

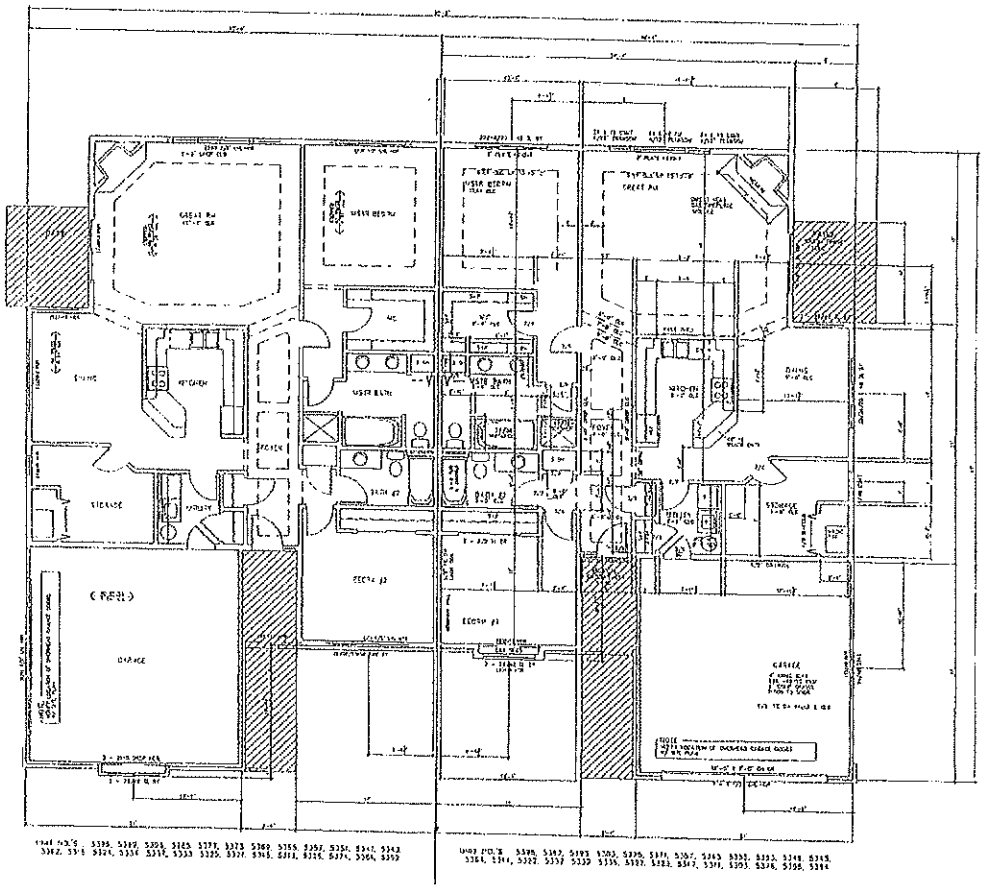
0061

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN

SITUATED ON S. BUTTERFIELD WAY IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 3 OF CERTIFIED SURVEY MAP NO. 7048, BEING ALL THAT PART OF PARCEL 1 AND PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5037, BEING A DIVISION OF PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.



NOTES :

FLOOR PLANS PROVIDED BY TDH & ASSOCIATES AND DO NOT NECESSARILY REPRESENT AS-BUILT CONDITIONS

- DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

National Survey & Engineering

STEELYARD

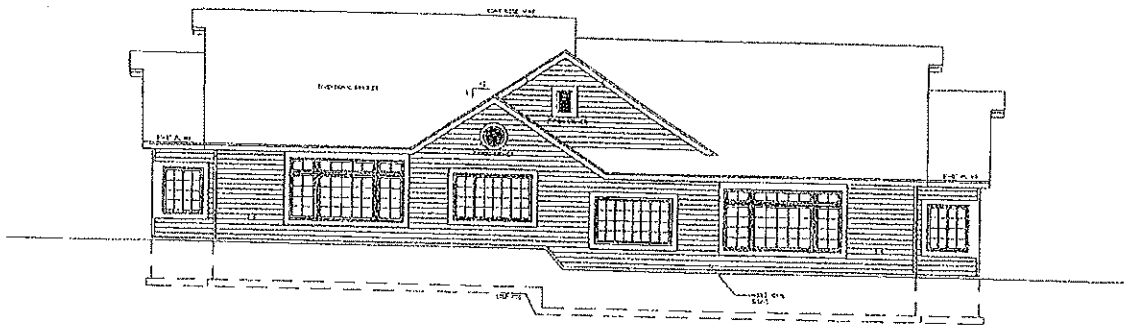
Telephone 262-781-1000
Facsimile 262-797 7373

Suite 205

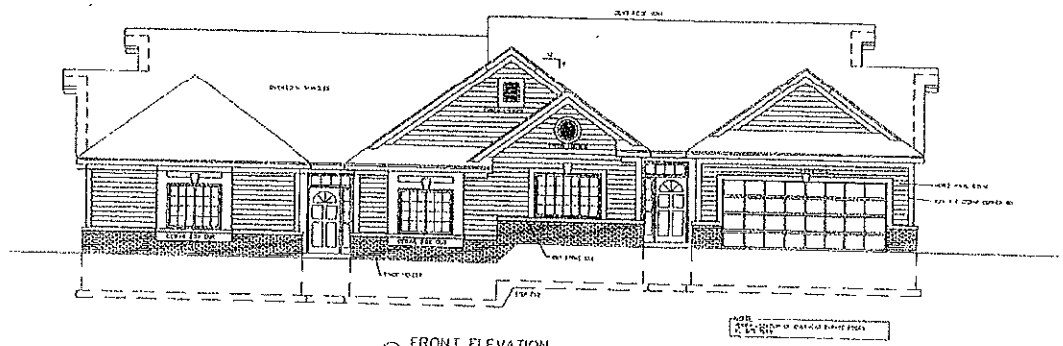
2900

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN



REAR ELEVATION



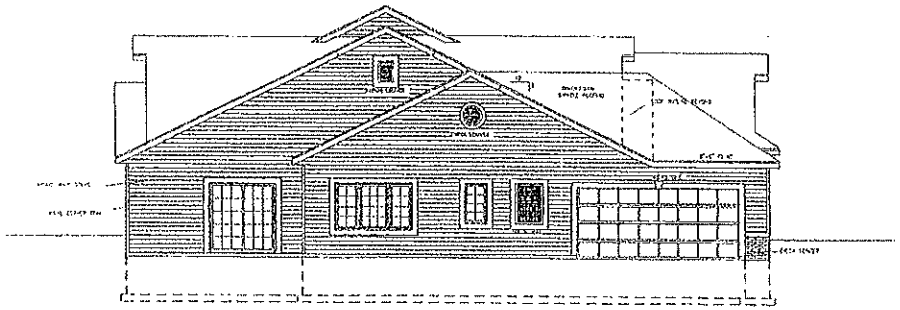
FRONT ELEVATION

National Survey & Engineering

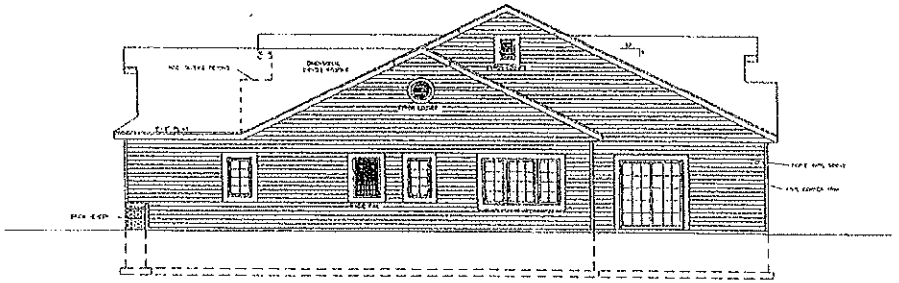
0063

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN



LEFT ELEVATION



RIGHT ELEVATION

National Survey & Engineering

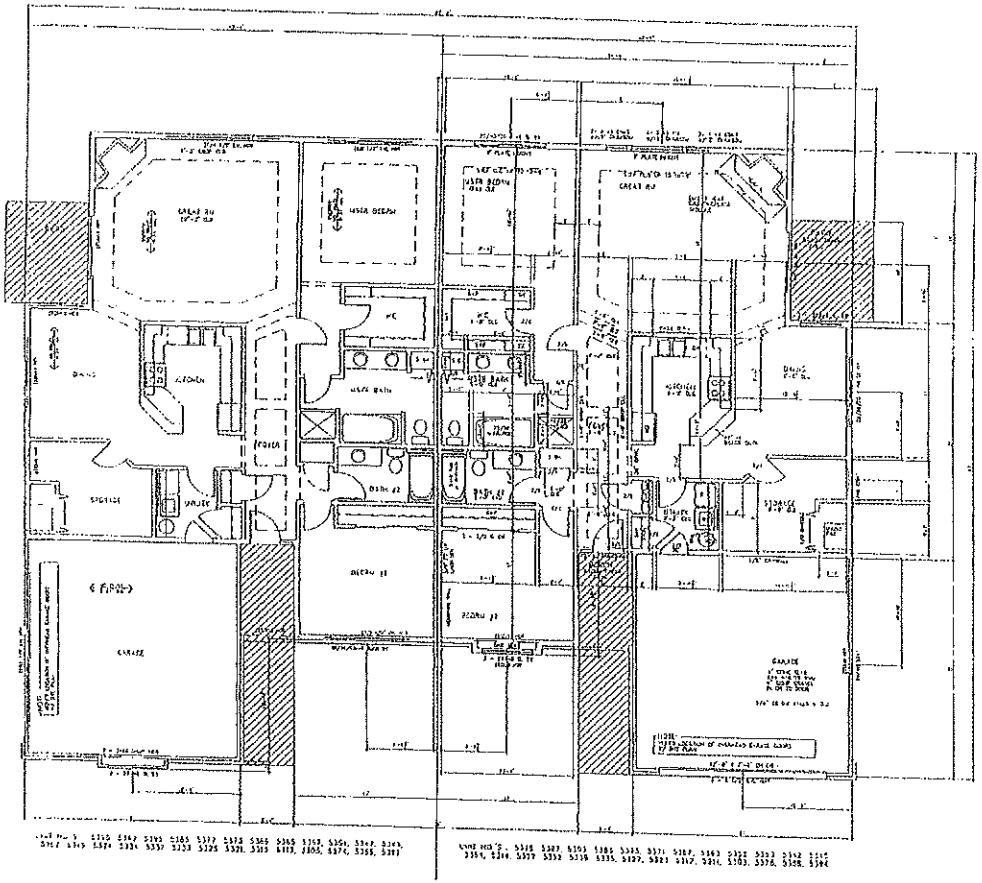
49006

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN

SITUATED ON S. BUTTERFIELD WAY IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN

PARCEL 3 OF CERTIFIED SURVEY MAP NO. 7038 BEING ALL THAT PART OF PARCEL 1 AND PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5037, BEING A DIVISION OF PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN



NOTES

FLOOR PLANS PROVIDED BY TCI & ASSOCIATES AND DO NOT NECESSARILY REPRESENT AS-BUILT CONDITIONS

- DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

National Survey & Engineering

Telephone 202 781-1000
Facsimile 202 781-1323

16745 W. Bluemound Rd.
Suite 203
Brookfield, Wisconsin 53005
www.nsaw.com

SITEBALANCE

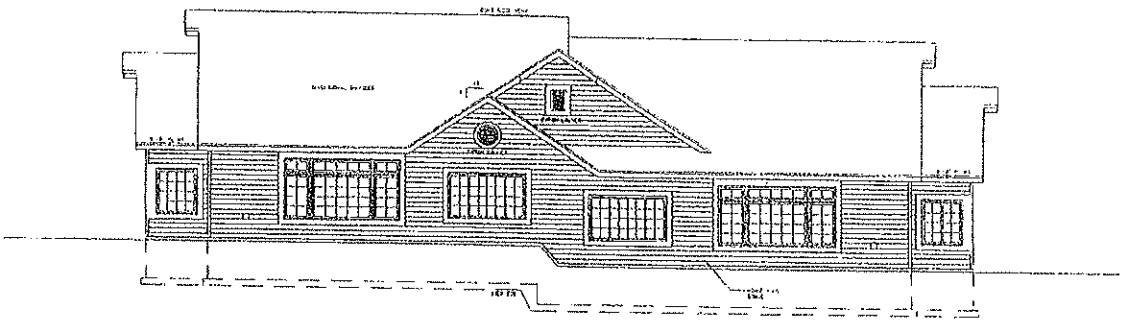
PAGE 2 OF 4

EXHIBIT B

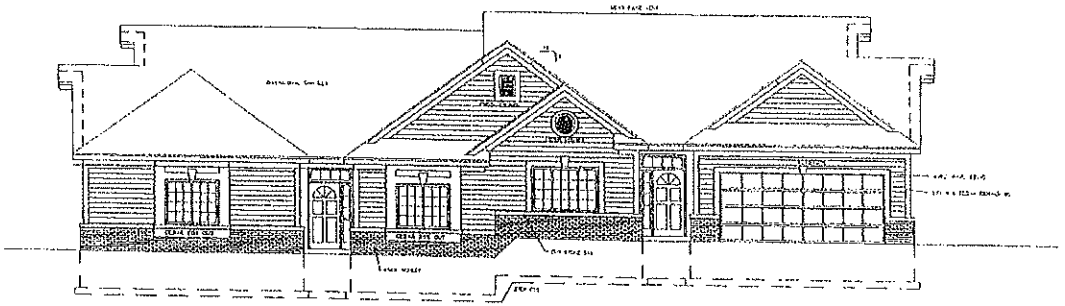
0065

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN



1 REAR ELEVATION



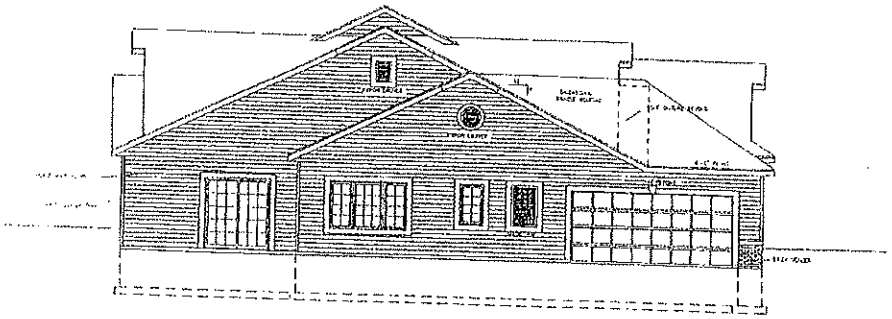
1 FRONT ELEVATION

National Survey & Engineering

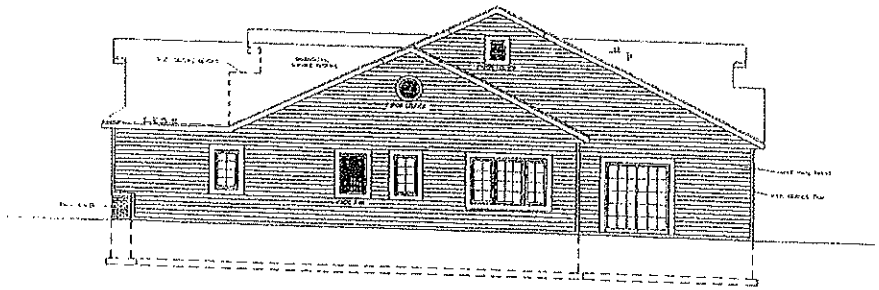
9900 0066

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN



LEFT ELEVATION



RIGHT ELEVATION

National Survey & Engineering

2900