

BY-LAWS

BY-LAWS
OF
THE NORTH MEADOW HOMES ASSOCIATION, INC.

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BY-LAWS
OF
THE NORTH MEADOW HOMES ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE NORTH MEADOW HOMES ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 125 East Wells Street, Milwaukee, Wisconsin, but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

- Section 1. "Association" shall mean and refer to THE NORTH MEADOW HOMES ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be annexed by amendment to the said Declaration.
- Section 3. "Common Area" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners.
- Section 4. "Unit" shall mean and refer to any Unit shown upon any recorded plat of survey of the Properties with the improvements thereon.
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- Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 6. "Developer" shall mean and refer to THE NORTH MEADOW HOMES COMPANY, a partnership, its successors and assigns.
- Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.
- Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Article III Section 1 has been deleted and recreated as follows: Annual meetings of the members shall be held on the second Monday in February each year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. Amendment passed at the special homeowners meeting, September 20, 1977.

- Section 2. **SPECIAL MEETINGS.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.
- Section 3. **NOTICE OF MEETINGS.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivering written notice, either personally or by mail at least 30 days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. **QUORUM.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- Section 5. **PROXIES.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV

BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

- Section 1. **NUMBER.** The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.
- Section 2. **TERM OF OFFICE.** At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.
- Section 3. **REMOVAL.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

for their services as Directors (attendance at Board meetings and general supervision of the business affairs of the Condominium) in a monthly amount not to exceed one-twelfth (1/12) of the then current Annual Assessment for Homeowner Fees. In addition, Directors may be reimbursed for actual expenses incurred in the performance of their duties. Further, those persons who are Directors may also receive compensation at a reasonable rate for any services (including but not limited to those rendered as an officer, employee and/or advisor but not including those services as a Director specifically mentioned above in this section) performed for the Association. Amendment passed at the special homeowners meeting August 14, 1978. Added amendment passed at Supplementary meeting March 23, 1982: COMPENSATION received by the Board of Directors will be put toward their annual assessment account if they are more than two months in arrearage.

SECTION 5: ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. **NOMINATION.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. **ELECTION.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to any vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

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

Section 2. **SPECIAL MEETINGS.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon; and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agent and employees of this Association; and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard and other insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained;
- (h) charge, in its discretion, reasonable fees for the use of any recreational facility situated upon the Common Area;
- (i) suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (j) cause the exterior of the buildings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

- Section 1. **ENUMERATION OF OFFICES.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.
- Section 2. **ELECTION OF OFFICERS.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
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- Section 3. **TERM.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- Section 4. **SPECIAL APPOINTMENTS.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.
- Section 5. **RESIGNATION AND REMOVAL.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

(a) PRESIDENT. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

(c) SECRETARY. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal if any of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

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

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The Books, records and papers of the Association shall at all times, during reasonable

business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

The Association shall not have a seal, and where a seal may be required, shall include a notation thereon to the effect that the Association has no seal, as provided in Wisconsin Statutes, Section 181.665

ARTICLE XIII

AMENDMENTS

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- Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of voting members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments as long as there is a Class B membership and if application for FHA or VA mortgage insurance has been made and not withdrawn for any Unit described in the Declaration.
- Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of May and end on the 30th day of April of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of THE NORTH MEADOW HOMES ASSOCIATION, INC. have hereunto set our hands this 16th day of March, 1970.

/S/ Earl D. Lillydahl, Jr.

/S/ Stanley R. Dobrin

/S/ Loyal V. LaPlante

/S/ Jack Recht

/S/ Melvin R. Goldin

/S/ David N. Siegel

/S/ O. John Haering

Article XV
SUPPLEMENTAL CONDITIONS AND REQUIREMENTS
FOR NON-OWNER OCCUPIED UNITS

Section 1. Non-Owner Occupant Screening

The Board of Directors shall establish minimum standards for tenants and other non-owner occupied unit occupants.

All owners and/or land contract vendees seeking to grant a non-owner residency at North Meadow Homes pursuant to a lease, rental, employment or land contract agreement, or other agreement which purports to grant a possessory interest in a unit at North Meadow Homes, must first participate in a central screening program established by the Board of Directors. The only cost payable by the owner or land contract vendee to the Association or its designee to participate in the program is a one time screening fee per application. All lease, rental, employment or land contract agreements which purport to grant residency at North Meadow Homes must be in writing and approved by the Board to insure compliance with the requirements of this Article.

The Board shall establish an appeal procedure, which grants the unit owner with notice and an opportunity to be heard regarding a denial.

All occupants are required to follow the Association's rules and the Board is authorized to establish rules for enforcement thereof.

Section 2. Leases

No unit may be rented or lease renewed without a lease addendum or rental agreement which includes a NON STANDARD RENTAL PROVISION signed by the landlord and the tenant which states that the tenant has received a copy of the Association's rules and regulations and that tenant agrees to be bound by them. The lease must require that the tenant is responsible to insure that other occupants, guests and visitors to the unit also comply with these rules. The lease or rental agreement shall also provide that in accordance with requirements of the Association, the Association may substitute for the landlord in eviction actions to enforce Association rules and regulation. Further the lease must specify the names and ages of all occupants and other information the Board of Directors may also require. Such lease must be provided to the Board of Directors or its designee prior to occupancy.

The lease will provide the Association with the same rights as the owner to enter non-owner occupied units during emergencies, for prescheduled repairs and required inspections as prescribed in Chapter 704 of the Wisconsin Statutes. The Board of Directors may adopt any measures it deems appropriate to implement and enforce this provision.

The Board of Directors shall also establish such procedures and sanctions necessary to obtain a current list of tenants and occupants.

Section 3. Inspections

No unit may be rented until the owner obtains, at the owner's expense, an inspection by a State certified inspector or a City inspector and submits a copy of an inspection report certifying all deficiencies have been corrected and also certifies the unit complies with the City of Milwaukee Code of Ordinances. If a City inspector does not do the inspection, the statement is subject to verification by the Board prior to renting the unit. Such certification is required each time the unit is rented.

Section 4. Evictions

Should an owner fail to comply with the provisions of this Article or fail to comply with an Association request for eviction of a tenant for violation of the Association rules, drug or gang related activities or violation of nuisance laws, the Association may substitute for the owner in obtaining the eviction. When substituting for the owner, the Association shall provide notice to the owner's address of record, with a copy to the tenant. All costs and attorney fees associated with the eviction and subsequent actions are the responsibility of the owner. The Association shall not be liable for any costs associated with the eviction, subsequent loss in rents or any other consequential cost incurred.

Section 5. Failure to Pay Assessments

No unit may be rented or lease renewed by the unit owner until all fees and assessments due and owing the Association are paid up to the date of the proposed rental.

When the past due balance on an individual non-owner occupied unit account exceeds an amount equivalent to one sixth (1/6) of the annual Association and annual insurance assessments for a single unit or the aggregate past due balance of all unit accounts owned by a single owner exceeds an amount equivalent to one third (1/3) of the annual Association and annual insurance assessments for a single unit, the unpaid balance of the annual Association and annual insurance assessments of all units owned shall become immediately due and payable to the Association. The Board of Directors or its designee may, by written notice mailed to the delinquent owner's address of record and without court approval, take possession, collect rents directly from the tenants, evict the tenants for non-payment of rent or other causes, rent or re-rent and establish the amount of the rent of all non-owner occupied units owned. All expenses incurred as a result of these actions remain the responsibility of the owner. The Board of Directors or its designee may also pledge the unit(s) as collateral to obtain financing to cover the immediate cost of repairs necessary to rent the unit(s) in the event the owner fails to provide such financing within ten (10) days of notice mailed to the owner's address of record. Alternatively, the Board of Directors or its designee may pledge the unit(s) as collateral to obtain financing to pay the delinquency. The amount of such loan becomes an Association assessment and lien on the unit, which shall be conveyed to the financier for collateral and collection in the case of default of the loan.

Upon recovery of all assessments and expenses, complete control of the unit(s) will be returned to the owner.

This section does not prohibit the Association from exercising any other remedies included in the Declaration, Articles of Incorporation, By-Laws or Rules.

Section 6. Failure to Comply with Requirements

Failure to comply with requirements of this Article shall require the owner to immediately remove the occupants and be subject to an assessment determined by the Board of Directors. The Board of Directors shall adopt rules to implement this section.

Section 7. Entry into Units

All owners of non-owner occupied units will provide the Association with a key for the purpose of permitting entry to non-owner occupied units during emergencies, for prescheduled repairs and required inspections. The Board of Directors may adopt any measures it deems appropriate to implement and enforce this provision and provide safe guards for the keys and their use.

~~Section 8. Authority to Contract with Outside Services~~ *repealed February 13, 2001*

~~The Board of Directors shall contract with an outside service company or companies to perform functions described in this Article for at least the first year after the by-law changes have been adopted to act as its designee. A company selected under this mandate may be changed or terminated by the Association at an annual or special meeting, provided written notice of the change was given in the call of the meeting, or by a two-thirds vote of the Board at which the President may vote. The fees charged by the service company shall be paid by the owner for whom a specific service is performed or an action is actually taken.~~

~~Should a service company act as the designee for the Association, any money it receives shall be applied in first priority to any remaining balance attributable to the Association before other costs are paid.~~

~~The Board of Directors must require the service company to demonstrate financial ability to perform the responsibilities contracted for and proof of insurance necessary to protect the Association from liability for its acts. The Association does not authorize the advancement or expenditure of any Association funds or resources to the Board's designee for the performance of functions covered under this Article or to the Board of Directors for repairs to any unit except as provided in other Articles. However, the Board may retain a consultant to assist in developing tenant and occupant standards required in Section 1 Non-Owner Occupant Screening. The Board may also employ services to establish and maintain a current list of tenants and occupants.~~

Section 9. Implementation and Requirements

This Article becomes effective on a date determined by the Board of Directors, but in no case earlier than thirty days after notice of intent of the Board to effectuate the Article is mailed to all of the Association owners.

Article XVI

Repair Expenses

The Board of Directors may choose to perform external repairs which are the unit owner's responsibility to maintain, i.e., storm doors, screens, light globes, windows, etc., without the owner's consent. In addition, the Board of Directors may choose to perform temporary emergency repairs, which are the unit owner's responsibility, to protect the structural integrity of

the building. The Board of Directors shall, except in emergencies, provide notice and a reasonable period of time for the owner to effect the repair prior to performing such repair itself. Should the Board of Directors perform the repair, the owner remains liable for the cost and any assessments levied for the failure of the owner to correct the deficiency.

Article XVII
OWNERSHIP LIMITATIONS OF USE AMENDED - Sec Att ed

The sale of all units may only be made to individuals who will reside in the unit. The new owner may subsequently rent the unit if the owner does not have a financial interest in more than one other unit. No owner may purchase or establish financial interest in more than two units; one of which must be an owner occupied unit. The Board of Directors may grant a temporary waiver of the two-unit residency requirement of owner occupancy, pending a sale of one of the units.

The above ownership requirements do not apply to any unit owner who acquires ownership pursuant to foreclosure of any lien or acceptance of any deed in lieu of foreclosure. Any unit so acquired may only be sold to an individual who will take up residence and does not have financial interest in more than one unit. Further, should the owner desire to rent the unit pending the sale or the unit is rented, the owner shall be deemed to have granted to the Association the exclusive right to rent the unit until the unit is sold. Proceeds of the rent shall first be applied to Association fees and expenses. During the rental period bad debt attributable to the unit shall be considered an expense. In the event the rents collected satisfy all outstanding debts, the proceeds of the rent, less expenses, shall accrue to the Association until the unit is sold. This paragraph shall not apply if the property is returned to an individual who was the owner of record prior to the effective date of this Article.

Nothing in this Article shall be construed to establish a requirement of an owner to sell any units acquired before the adoption of this Article, nor should this Article be construed to prevent the Association from acquiring or renting units or mandating the Association to advertise or sell units.

The Board of Directors may adopt any measures it deems appropriate to implement and enforce this Article.

This Article becomes effective on a date determined by the Board of Directors, but in no case earlier than the first of the month following thirty days after notice of intent of the Board to effectuate the Article is mailed to all of the Association owners.

Article XVIII
SAVINGS CLAUSE AND SEVERABILITY

If any provision(s), or part thereof, of the By-Laws or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the By-Laws, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of the By-Laws shall be valid, and be enforced to the fullest extent. The Board of Directors is authorized to draft and implement replacement language, without vote of the membership, which will carry forward the intent of the invalid provision or part thereof, or the requirements of law or administrative ruling, in a manner fashioned to correct the deficiency. Any conflict that exists between by-laws shall be resolved in favor of the by-law last adopted.

Article XVII
OWNERSHIP LIMITATIONS OF USE

The sale of all units shall only be made to an owner who will reside in the unit. Such an owner occupant may thereafter rent the unit if the owner subsequently purchases and lives in another unit. No owner may purchase or establish financial interest in more than two units; one of which must be an owner occupied unit. The Board of Directors may grant a temporary waiver of the two-unit residency requirement of owner occupancy, pending a sale of one of the units.

The above ownership requirements do not apply to an owner who acquires ownership pursuant to foreclosure of their lien or accepts a deed in lieu of foreclosure. A unit so acquired shall only be rented pursuant to such terms and conditions as are established by the Board of Directors, and then only by approval of a vote of not less than two-thirds of the Board. A unit so acquired by foreclosure or deed in lieu of foreclosure shall only be subsequently sold to an owner who will reside in the unit and does not have financial interest in more than one unit.

A unit conveyed by gift, devise or bequest which is occupied by a tenant at the time of such conveyance may continue to be rented to such tenant, however, such unit shall not be rented or leased to a new tenant after the termination of the tenancy of the person(s) occupying the unit at the time of such conveyance.

Nothing in this Article shall be construed to establish a requirement of an owner to sell any units acquired before the adoption of this Article, nor should this Article be construed to prevent the Association from acquiring or renting units or mandating the Association to advertise or sell units.

The Board of Directors may adopt any measures it deems appropriate to implement and enforce this Article.

This Article becomes effective on a date determined by the Board of Directors, but in no case earlier than the first of the month following thirty days after notice of intent of the Board to effectuate the Article is mailed to all of the Association owners.

Document Number

OWNERSHIP LIMITATIONS OF USE

REGISTER'S OFFICE - 1 60
Milwaukee County, WI

RECORDED AT 12:26 PM

01-24-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 18.00

Recording Agent

Name and Return Address

Gerald J. Mayhew
733 North Van Buren Street
Milwaukee, WI 53202

Parcel Identification Number (PIN)

REEL

5058

IMAGE

1542

THIS DOCUMENT DRAFTED BY:

Gerald J. Mayhew
TREBON & MAYHEW
733 North Van Buren Street
Milwaukee, WI 53202
(414) 224-1000

DOC.# 09127038

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 11/08/2005 02:01PM

JOHN LA FAYE
REGISTER OF DEEDS

AMOUNT: 17.00

NOTICE OF ORDER AND
DECLARATORY JUDGMENT PER-
TAINING TO THE UNENFORCE-
ABILITY OF BYLAW ARTICLE
XVII, OWNERSHIP LIMITATIONS
OF USE

Document Number

This space reserved for recording data

Return To: Gerald J. Mayhew
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(414)224-1000

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NOTICE OF ORDER AND DECLARATORY JUDGMENT
PERTAINING TO THE UNENFORCEABILITY
OF BYLAW ARTICLE XVII,
OWNERSHIP LIMITATIONS OF USE

Notice is hereby given that, in that certain action entitled Woodland I, Inc., et al. v. The Woodlands Condominium Homeowners Association, Inc., et al., in Waukesha County Circuit Court Case No. 04-CV-470, an Order and Declaratory Judgment was entered on April 26, 2005 declaring that the Bylaw Article XVII, entitled Ownership Limitations of Use, of The Woodlands Condominium Homeowners Association, Inc., (formerly known as North Meadow Homes Association, Inc.), first recorded in the Register of Deeds of Milwaukee County on March 30, 2000, as Document No. 7891242, and later recorded as amended in the Register of Deeds of Milwaukee County on April 24, 2001 as Document No. 8054064, beginning at Reel 5058, Image 1542 through Image 1546, is inoperative and unenforceable for the reasons specified in such Order and Declaratory Judgment. The real estate affected by such Order and Declaratory Judgment and covered by this Notice is specifically described in the attached Exhibit A.

BOARD OF DIRECTORS:
THE WOODLANDS CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

By: Fred Curzan
FRED CURZAN, Secretary

AUTHENTICATION

Signature of Fred Curzan authenticated this 24th day of October, 2005.



GERALD J. MAYHEW
Member, State Bar of Wisconsin
Bar No. 1018988

EXHIBIT A

Legal Description

THE WOODLANDS CONDOMINIUMS
(f/k/a North Meadow Homes Condominiums)

Units A through K, Building 1	8827 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 2	8836 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 3	8842 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 4	8848 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 5	8854 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 6	8860 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 7	8866 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 8	8872 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 9	8878 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 10	8884 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 11	8867 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 12	8841 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 13	8847 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 14	8853 North 91 st Street, Milwaukee, Wisconsin
Units A through M, Building 15	8859 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 16	8865 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 17	8871 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 18	8877 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 19	8883 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 20	8895 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 21	8889 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 22	8911 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 23	8951 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 24	9011 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 25	9031 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 26	9051 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 27	9061 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 28	9071 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 29	9097 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 30	9096 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 31	9086 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 32	9076 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 33	9070 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 34	9060 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 35	9050 North 95 th Street, Milwaukee, Wisconsin

Units A through K, Building 36
Units A through K, Building 37
Units A through H, Building 38
Units A through M, Building 39
Units A through H, Building 40
Units A through K, Building 41
Units A through H, Building 42
Units A through H, Building 43
Units A through M, Building 44
Units A through K, Building 45
Units A through K, Building 46
Units A through K, Building 47
Units A through K, Building 48
Units A through K, Building 49
Units A through M, Building 50
Units A through M, Building 51
Units A through K, Building 52
Units A through K, Building 53
Units A through K, Building 54
Units A through M, Building 55
Units A through K, Building 56
Units A through K, Building 57
Units A through H, Building 58
Units A through K, Building 59

9040 North 95th Street, Milwaukee, Wisconsin
9030 North 95th Street, Milwaukee, Wisconsin
9020 North 95th Street, Milwaukee, Wisconsin
9010 North 95th Street, Milwaukee, Wisconsin
8990 North 95th Street, Milwaukee, Wisconsin
8970 North 95th Street, Milwaukee, Wisconsin
8950 North 95th Street, Milwaukee, Wisconsin
8930 North 95th Street, Milwaukee, Wisconsin
8910 North 95th Street, Milwaukee, Wisconsin
8901 North 91st Street, Milwaukee, Wisconsin
8911 North 91st Street, Milwaukee, Wisconsin
8921 North 91st Street, Milwaukee, Wisconsin
8931 North 91st Street, Milwaukee, Wisconsin
8941 North 91st Street, Milwaukee, Wisconsin
9001 North 91st Street, Milwaukee, Wisconsin
9011 North 91st Street, Milwaukee, Wisconsin
9021 North 91st Street, Milwaukee, Wisconsin
9031 North 91st Street, Milwaukee, Wisconsin
9125 West Allyn Street, Milwaukee, Wisconsin
9221 West Allyn Street, Milwaukee, Wisconsin
9241 West Allyn Street, Milwaukee, Wisconsin
9261 West Allyn Street, Milwaukee, Wisconsin
9281 West Allyn Street, Milwaukee, Wisconsin
9325 West Allyn Street, Milwaukee, Wisconsin

Together with the undivided interest in the common elements appurtenant to said unit, in The Woodlands Condominium, a condominium created and existing under the Condominium Ownership Act of the State of Wisconsin by declaration recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on March 25, 1970, in Reel 523, Image 1496, as Document No. 4516802; and Amendments thereto recorded on October 14, 1970, in Reel 554, Image 894, as Document No. 4553429, May 19, 1971, in Reel 587, Image 403, as Document No. 4592529; May 19, 1971, in Reel 587, Image 410, as document No. 4592530; November 22, 1971, in Reel 622, Image 712, as Document No. 4637319; January 24, 1972, in Reel 632, Image 912, as Document No. 4649877; May 5, 1972, in Reel 649, Image 1944, as Document No. 4671423; August 9, 1973, in Reel 738, Image 1669, as Document No. 4784370; December 21, 1973, in Reel 761, Image 1764, as Document No. 4812571; May 14, 1974, in Reel 785, Image 634, as Document No. 4840384; November 1, 1984, in Reel 1694, Image 827, as Document No. 5762306; and October 26, 2001, in Reel 5188, Image 2168, as Document No. 8158677; said condominium being located in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT A