

BYLAWS
OF MAPLE WOOD CONDOMINIUM ASSOCIATION, Inc.

From 26 Sept '02

& 27Feb. '03

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(Editorial Note: The Index to the original Bylaws also contained the Section Numbers and Titles of each Section under each Article. That data was dropped to reduce the size of this document.)

ARTICLE I

Name And Address

SECTION ONE. Name. The name of this corporation shall be **Maple Wood Condominium Association, Inc.** (herein-after "Association").

SECTION TWO. Address. The principal office of the Association shall be located at 6 Maple Wood Lane, Box A, Madison, Wisconsin, 53704. This address shall also be the mailing office address of the Association.

ARTICLE II

Definitions

SECTION ONE. Definitions. The following definitions shall apply to these Bylaws:

- (a) Common Elements mean all of the Condominium except its Units.
- (b) Common Expenses and Common Surpluses mean the expenses and surpluses of the Association.
- (c) Condominium means Property made subject to the Declaration.
- (d) Condominium Ownership Act refers to Chapter 703 of the Wisconsin Statutes as amended from time to time.
- (e) Condominium Plat means the survey maps and floor plans of the Condominium as originally recorded and as amended from time to time. *(Copies of these documents may be examined in the Office of the Association. They are part of the Declaration as recorded.)*
- (f) Declarant *We no longer have a Declarant; this definition was deleted as being irrelevant.*
- (g) Declaration means the Declaration of Condominium for Maple Wood Condominium Homes as recorded in the Register of Deeds for Dane County, Wisconsin, in Volume 2068 of Records at page 17 as Document No. 1672153, and as amended from time to time.

- (h) Limited Common Elements means those Common Elements identified in the Declaration or

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in the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

- (i) Mortgagee means the holder of any recorded mortgage encumbering one or more Units of a land contract vendor.
- (j) Person means an individual, corporation, partnership, trust or trustee or other legal entity.
- (k) Property means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.
- (l) Unit means that part of the Condominium intended for independent use as described in the Declaration. A Unit may include two or more noncontiguous areas.
- (m) Unit Owner means a person, or combination of persons, holding legal title to a Unit or having an equitable ownership as a land contract vendee.
- (n) The Wisconsin Nonstock Corporation Law refers to Chapter 181, Wisconsin Statutes (1977) as amended from time to time.
- (o) Occupant(s) means any individual residing in the Unit for a period exceeding two weeks.

ARTICLE III

Purpose

SECTION ONE. Purpose. The Association shall be administered as a nonstock, nonprofit corporation organized under the Wisconsin Nonstock Corporation Law to serve as the "Association of Unit Owners" for the Condominium according to the provisions of the Condominium Ownership Act, Section 528 of the Internal Revenue Code, the Declaration and these Bylaws. No part of the net income of the Association shall inure to the benefit of any Unit Owner other than through the acquisition, construction, management, maintenance and care of the Common Elements and other than by a rebate of excess assessments.

ARTICLE IV

Membership

SECTION ONE. Membership. The membership of this Association shall at all times consist exclusively of all of the Unit Owners of the Condominium.

SECTION TWO. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of this Condominium and shall immediately terminate upon conveyance of such ownership interest. Upon the death of a Unit Owner, if his or her ownership interest shall pass to his or her personal representative or to a trustee, such personal representative or trustee shall be a member of the Association.

SECTION THREE. Withdrawal. No Unit Owner may voluntarily withdraw from membership in the Association.

SECTION FOUR. Membership Certificates. Membership Certificates shall not be issued.

SECTION FIVE. Legal Suites Against The Association.

As provided in #814.025 of the Wisconsin Statutes, if any Unit Owner or Occupant commences or continues any legal action against the Association which is found by the court to be frivolous, that Owner or Occupant shall be responsible for all costs of the action plus the Association's reasonable attorney fees.

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ARTICLE V

Voting By Members

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SECTION ONE. Number of Votes. One and only one vote in the affairs of the Association shall appertain to each Unit of the Condominium regardless of size.

SECTION TWO. Proxies. At all meetings of the Unit Owners, each vote may be cast by a Unit Owner in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and in any event shall cease upon conveyance of the Unit to which it appertains. No proxy shall be effective for more than 180 days following its issuance, unless granted to a Mortgagee.

SECTION THREE. Multiple Owners. If there are multiple owners of any Unit, it shall be necessary for those owners present at any meeting or voting by proxy to act unanimously with respect to the vote appertaining to their Unit in order for their vote to be counted. If less than all of the multiple owners of a Unit is present or votes by proxy at a meeting of the members of the Association, such owners shall be entitled to cast the vote allocated to that Unit and unanimous agreement among the multiple owners shall be conclusively presumed unless any of the other multiple owners files a statement with the Secretary of the Association within ten days after the meeting stating that the vote was not unanimous among the multiple owners.

SECTION FOUR. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until his or her name and current mailing address and the name and mailing address of the Mortgagee of his or her Unit, if any, has been furnished to the Secretary of the Association. No Unit Owners may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of Condominium lien on his or her Unit and the amount necessary to release the lien has not been paid at the time of the voting.

SECTION FIVE. Quorum. Unit Owners or proxy holders having fifty-one percent of the total votes of the Association shall constitute a quorum for the transaction of business.

SECTION SIX. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, the Articles of Incorporation, the Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

ARTICLE VI
Meetings of Members

SECTION ONE. Place. All meetings of the Unit Owners shall be held at a place in Dane County, Wisconsin, which shall be stated in the notice of the meeting.

SECTION TWO. Annual Meeting. The annual meeting of the Unit Owners shall be held on the last Thursday of February of each year.

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SECTION THREE. Special Meetings. Special meetings of the Unit Owners may be called at any time by the President of the Association and shall be called by the President or Secretary at the written request of Unit Owners holding 25 percent or more of the votes. Business transacted at all

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special meetings shall be limited to the objects stated in the notice of such meeting.

SECTION FOUR. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten days' prior written notice delivered or mailed by the Secretary to each Unit Owner at the address shown on the Association's current roster. 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. Notice of any meeting may be dispensed with if 67% of all Unit Owners are present or sign a waiver of notice of such meeting.

SECTION FIVE. Adjourned Meeting. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

SECTION SIX. Duties of Officers at Meetings. The President shall preside at all meetings of the Unit Owners, and in his or her absence, the Vice President shall preside. The Secretary shall take the minutes of the meeting and shall keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the Secretary.

SECTION SEVEN. Order of Business. The general order of business at all meetings of the Unit Owners shall be essentially as follows:

- | | |
|---|---|
| (a) Calling the meeting to order. | (f) Reports of committees (if appropriate). |
| (b) Calling the roll of the Unit Owners and certifying the proxies. | (g) Election of directors (if appropriate). |
| (c) Proof of notice of meeting or waiver of notice. | (h) Unfinished business. |
| (d) Reading, disposal of any unapproved minutes. | (i) New Business. |
| (e) Reports of officers. | (j) Adjournment. |

SECTION EIGHT. Action Without a Meeting. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation or these Bylaws, the meeting may be dispensed with if all Unit Owners who would have been entitled to vote upon the action of such meeting if such meeting were held, consent in writing to such action being taken.

ARTICLE VII
Board of Directors

SECTION ONE. Number and Membership in Association. The affairs of the Association shall be managed by a Board of Directors composed of six directors, who are members of the Association. Six Directors shall constitute the desired full Board of Directors, however, the Board may function with no less than four members.

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SECTION TWO. Term of Office. At each annual meeting of the Unit Owners following adoption of these amended Bylaws, two directors shall be elected for a three year term. Each Director shall serve for his/her prescribed term or until his/her successor shall be elected and shall qualify.

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The outgoing President, unless having a second year of his/her term, may remain as an “advisor to the Board” for not more than a six months period.

SECTION THREE. Election of Directors. Nominations for the election to the Board of Directors shall be made from the floor by Unit Owners at the annual meeting. Election to the Board of Directors shall be by secret written ballot. At such election each Unit Owner, or his/her proxy, shall be entitled to cast one vote for each directorship up for election. The persons receiving the largest number of votes shall be elected.

SECTION FOUR. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation for any reason, disqualification or removal from office, the remaining directors may choose a successor, willing to serve, at a special meeting called for that purpose. Such successor shall hold office during the remaining portion of the term of the vacated office.

SECTION FIVE. Removal. Any director may be removed from the Board of Directors, with or without cause, by the Unit Owners at a special meeting called for that purpose.

SECTION SIX. Compensation. No director shall receive compensation for his or her services as director of the Association, except that such director shall be reimbursed for his/her out-of-pocket expenses incurred in the performance of his/her duties.

ARTICLE VIII
Meeting Of The Board Of Directors

SECTION ONE. Annual Meeting. The annual or first meeting of the Board of Directors shall be held, following the annual meeting of the members of the Association, at such time and place as the Board of Directors may designate. Regular meetings of the Board may be held at such periodic dates, time and place as the members shall collectively decide.

SECTION TWO. Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary at the request of any director. Business transacted at all special meetings shall be limited to the agenda stated in the notice of such meeting.

SECTION THREE. Notice of Special Meetings. No special meeting of the Board may be held except upon at least three days written notice delivered or mailed by the Secretary to each member of the Board. Such notice shall specify the place, day and hour of the meeting of the Board, and the purpose of the meeting. Copies of the notice also shall be placed on the Bulletin Boards at the mail box entrances. Attendance by any director at any such meeting of the Board shall be deemed a waiver of such notice.

SECTION FOUR. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation or these

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Bylaws, every act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum shall be present. At such adjourned meeting at which a majority shall be present, any business may be transacted which might have been transacted at the meeting originally called.

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SECTION FIVE. Order of Business. The general order of business at all meetings of the Board of Directors shall be essentially as follows:

- | | |
|---|---|
| (a) Calling the meeting to order. | (f) Reports of Committees (if appropriate). |
| (b) Calling the roll of directors. | (g) Election of officers (if appropriate). |
| (c) Proof of notice of meeting. | (h) Unfinished business. |
| (d) Reading and disposal of any unapproved minutes. | (i) New business. |
| (e) Reports of officers. | (j) Adjournment. |

SECTION SIX. Action Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they are required or permitted to take at a meeting by obtaining the written approval of all of the directors, and any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE IX
Powers And Duties Of Board Of Directors

SECTION ONE. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles of Incorporation, these Bylaws, the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of the Unit Owners. Such powers and duties of the Board include, but are not limited to:

- (a) Adopt budgets for revenues, expenditures and reserves.
- (b) Levy and collect general and special assessments against Unit Owners, and disburse any funds in connection with the exercise of its powers and the performance of its duties.
- (c) Manage, maintain, repair, replace, improve, and operate the Common Elements.
- (d) Hire and supervise any manager, managing agent, agent, employee, attorney, accountant, architect, surveyor, building contractor, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate.
- (e) Sue on behalf of all Unit Owners.
- (f) Make contracts and incur legal liabilities.
- (g) Purchase, take, receive, rent or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium.
- (h) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium.
- (i) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.
- (j) Adopt and amend rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any Person upon or with regard to Condominium Property, including the imposition of charges for the use of Common Elements and penalties for infraction of rules and regulations of the Association. Copies of all Rules and Regulations will be provided to each Unit Owner and each lessee.

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- (k) Insure the Condominium Property against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and to purchase such other insurance as the Board of Directors may deem advisable.
- (l) Keep all books and records and prepare reports of all transactions of the Association. Periodic financial reports, not less than quarterly, shall be made available to each Unit Owner.

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(m) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.

SECTION TWO. Limitations on Power. No single improvement, repair, purchase, or other expenditure which will cost the Association in excess of \$15,000 shall be made by the Board of Directors, and no single indebtedness in excess of \$15,000 shall be incurred by the Board of Directors, unless the same shall have been approved by a majority of votes of the Unit Owners voting at any annual meeting or special meeting called for that purpose. Any such improvement, repair, purchase, or other expenditure or any such indebtedness which shall be approved by a majority of the votes of the Unit Owners shall constitute a Common Expense, and all Unit Owners shall be assessed to defray such Common Expense in proportion to his or her percentage interest in the Common Elements. Any improvements, repairs, purchases or other expenditures costing \$15,000 or less may be undertaken, and any single indebtedness of \$15,000 or less may be incurred, by the Board of Directors without prior approval of the Unit Owners, and the cost thereof shall constitute a Common Expense. This section shall not apply to any improvements, repairs, purchases or other expenditures created by emergency situations, the execution of a Management contract or other expenditures which are paid for under any policy of insurance held by the Association.

SECTION THREE. Manager. The Board of Directors may hire a manager or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties contained in this Article.

ARTICLE X
Officers And Their Duties

SECTION ONE. Officers. The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by and from the Board of Directors. Any two offices, except a combination of the offices of President and Secretary or President and Vice President may be held by the same person.

SECTION TWO. Election of Officers. The officers shall be elected annually by the Board of Directors at a meeting.

SECTION THREE. Term. The officers of the Association shall each hold office for three years unless he or she shall sooner resign or be removed or otherwise be disqualified to serve.

SECTION FOUR. 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.

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SECTION FIVE. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may at any time resign by giving written notice to the President or Secretary. Such resignation shall take effect on the date or 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 SIX. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the

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officer he or she replaces.

SECTION SEVEN. Duties. The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the members of the Association and 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, contracts, checks, promissory notes and other written instruments on behalf of the Association; shall have general management authority over the business of the Association; and shall supervise and direct all other officers of the Association.
- (b) **Vice President.** The Vice President shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; shall serve or cause to be served, notices of meetings of the Board of Directors and meetings of the Unit Owners; shall keep all books and records of the Association other than books of account, including the current roster of the names and mailing addresses of Unit Owners and their Mortgagees; and shall perform such other duties incident to the office of Secretary as may be required by the Board of Directors.
- (d) **Treasurer.** The Treasurer shall receive and deposit in appropriate accounts all moneys of the Association and shall disburse such funds as directed by the President or the Board of Directors; shall keep complete and accurate books of account; and shall prepare the projected annual operating budget and the annual report of the business transacted by the Association each year for presentation to the Board of Directors.

SECTION EIGHT. Compensation. No officer shall receive compensation for his or her services as officer of the Association except that such officer shall be reimbursed for his or her out-of-pocket expenses incurred in the performance of his or her duties.

SECTION NINE. Fidelity Bonds. The Board of Directors may require that any officer, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE XI
Books and Records

SECTION ONE. Inspection. The books, records, minutes, and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any Unit Owner or Mortgagee. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for

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inspection by any Unit Owner, Mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

SECTION TWO. Current Roster. Each Unit Owner shall promptly notify the Secretary of his/her acquisition of an ownership interest in any Unit together with his or her current mailing address, shall promptly notify the Secretary of any change in his/her name or address, and shall notify the Secy. of the transfer of his or her ownership interest. Any Unit Owner who mortgages his or her Unit or any interest therein shall notify the Secretary of the name and mailing address of his or her Mortgagee and shall also notify the Secretary when such mortgage has been released. The

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Secretary shall maintain all such information in the current roster of the Association.

SECTION THREE. Audits. The accounts and records of the Association shall be audited at least once every other year by qualified auditors. The costs of such audits shall be a Common Expense.

SECTION FOUR. Audit Committee. *(Editorial Note: The Board has difficulties getting volunteers for this committee because the necessary disciplines are demanding. If you have an accounting or B-school background please volunteer and thus complete your obligation to participate in association services).*

A committee of three Unit Owners shall serve, without compensation, as committee members, to inspect the financial records of the Association, quarterly, and report its findings to the Board and Unit Owners. Such committee members shall be appointed by the Board of Directors. Initially, one committee member shall serve a one year term, one a two year term, and one a three year term. Thereafter, one committee member shall be appointed each year for a three year term. No current member of the Board may also serve as a member of the Audit Committee.

ARTICLE XII

Budget Assessments And Annual Report

SECTION ONE. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

SECTION TWO. Budget and Levying of General Assessments. In early December of each year, the Board of Directors shall adopt an operating budget for the Association for the coming year. Based on the projected annual operating budget, the Board of Directors shall levy general assessments against the Unit Owners in proportion to their percentage interests in the Common Elements. On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the projected annual operating budget and a statement of assessment for the coming year to each Unit Owner.

SECTION THREE. Payment of General Assessments. General assessments shall be payable to the Association in twelve equal installments which shall be due monthly on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association so as to be received by the Association by the 10th of the month.

SECTION FOUR. Special Assessments. Special assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the reasons enumerated in the Declaration or these Bylaws. Special assessments for parking reservations shall be made annually in December and shall be payable in 12 equal installments which shall be due and payable on the first day of each month

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and mailed or delivered so as to be received by the 10th of the month. Special assessments for heating expenses shall be levied monthly by the Board and shall be due and payable within ten days of the date of the assessment. All other special assessments shall be due and payable upon the date designated by the Board of Directors.

SECTION FIVE. Effect of Nonpayment of Assessments: Remedies of the Association.

- a) Each assessment, including heating assessments, not received by the 10th of the month for which it is assessed is automatically assessed an additional penalty assessment of \$25.00 for each month that it is delinquent; further, each balance not paid within 30 days after the due date shall bear interest at the rate of 12% per year. The Association may bring an action for money damages against the Unit Owner to pay any delinquent assessments or may foreclose any lien filed by the

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Association against the Unit. No Unit Owner may waive or escape liability for the assessments provided for herein by nonuse of Common Elements or abandonment of his or her Unit. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

- b) The Association may, in accordance with any applicable Madison Ordinances, cut off heat and preclude use of inside parking space or other services whenever fees are overdue for 60 days or more.

SECTION SIX. Annual Report. The Board of Directors shall by 31 January of each year prepare a full and clear annual report of all business transacted by the Association during the previous calendar year, including a report of the Common Expenses, Common Surpluses and assessments collected from the Unit Owners during the year. Copies of the Annual Report shall be mailed or delivered to each Unit Owner at least 10 days prior to the annual meeting.

ARTICLE XIII
Rules and Regulations on Use of Condominium

SECTION ONE. Board Adopted Rules and Regulations. The Board of Directors shall adopt, publish and distribute rules and regulations concerning the use, maintenance, and operation of the Condominium. The Board of Directors may amend or repeal such rules and regulations and may adopt additional rules and regulations concerning the use, maintenance and operation of the Condominium.

SECTION TWO. Unit Owner Adopted Rules and Regulations. Rules and Regulations may also be adopted, amended or repealed by the Unit Owners having 67% (57 votes) or more of the votes of the Association. Rules and Regulations which are amended, adopted or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors.

ARTICLE XIV
Declarant Excused From Payment Of Common Expenses and Assessments
(This Article is no longer applicable since the Declarant Control Period expired in 1990.)

ARTICLE XV
General Provisions

SECTION ONE. Seal. The Association shall have no corporate seal.

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SECTION TWO. Report of Unpaid Assessments. At the request of any Unit Owner, or of any Mortgagee or prospective purchaser of any Unit or interest therein, the Secretary shall report to such Person the amount of any assessments against such Unit then due and unpaid. The Association may charge a reasonable fee for rendering such statement. Requests by other than such Persons shall be referred to the Board of Directors.

SECTION THREE. Default. It shall be the responsibility of each Unit Owner to assure that the members of his or her household, and his or her tenants, employees, agents and guests abide by the provisions of the Declaration, these Bylaws, the Rules and Regulations, and the Condominium Ownership Act. In the event of any violation of such provisions, which is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action, to correct the violation. In the event that the Association takes legal action against any Unit

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Owner or occupant of a Unit which results in a judgment in favor of the Association, the defendant in such action shall pay the Association's costs and actual attorneys' fees.

SECTION FOUR. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles of Incorporation, the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law, which shall control in the case of any conflict. In the event that any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

SECTION FIVE. Occupancy.

- (a) No unit may be occupied by more than two persons per bedroom. The plats for our Condominium provide for either a one bedroom Unit or a two bedroom Unit; any room considered to be a bedroom must have a window approximately 2 feet wide and 3 ½ feet high. No solarium may be considered a bedroom.
 - 1) Visitors who stay 14 days or less are not considered residents.
 - 2) If a resident requires temporary live-in care, upon written request (*including documentary evidence*) to the Manager or the Board, the resident may be authorized to temporarily exceed the provisions of this Section Five residency restrictions.
 - 3) If the provisions of Madison ordinances etc. are more restrictive than this provision, the provisions of the Madison ordinances, etc. shall prevail. Also the Rules and Regulations may contain further restrictions on occupancy and residency.
- (b) A Unit Owner may not lease, rent or otherwise authorize occupancy of his/her/their Unit without the prior approval of the Board of Directors.
- (c) The Unit Owner continues to be responsible for: 1) payment of all fees and assessments, and 2) adherence by authorized occupants of the Unit to the documents establishing or governing the condo association. The occupation of any Unit may be terminated by the Board for any violation which continues for more than 15 days after notice to the Unit Owner of such violation.

SECTION SIX. Responsibilities for violations, fines, fees and assessments.

- (a) The Board is authorized to assess penalties of fines for any violation of the Bylaws or Rules and Regulations at the minimum of \$5.00 per day.
- (b) If the Board is forced to evict a non-owner Occupant, the Owner is liable to the Association for reimbursement of all costs and fees, including actual attorney fees.

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ARTICLE XVI
Amendment

SECTION ONE. Amendment. These Bylaws may be amended only with the assent of 67 percent (57 votes), or more, of the votes of the Unit Owners. Notice of any meeting at which an amendment to these Bylaws shall be considered shall be mailed or delivered to each Unit Owner at least 10 days before such meeting and copies thereof shall be mailed to Mortgagees and to absent Unit Owners at the mailing address shown on the Association's current roster. The Notice of any such meeting shall set forth a statement of the nature of all proposed amendments.

The foregoing Bylaws of the Maple Wood Condominium Association were adopted by the Association on the _____ day of _____, 2003.

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Attest: _____ Secretary

_____ President

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Notes For Pat and Helen:

I kept the final sheets of all personal, financial and condo documents on my computer's hard drive "G". It was essentially my back-up drive. Drive "G" failed about two years ago; in fact the computer shut down; and I had a "computer geek" check out the computer – he found that "G" was the problem and disconnected it. The computer then worked fine using hard drive "C". However drive "C" had old working files with various versions of lots of files; the attached is one of those versions , it agrees substantially with Diane's copy of what was sent to Unit Owners.

The differences from the unit owners version are:

a) Section Five, bottom of page 2

The attached includes a reference to Wisc. Stats. but says essentiall the same thing as the copy which went to unit owners

b) Section Five b), top of page 10

The attached includes "cut off heat and". Sub paragraph b) also says "or other services" which would included heat. A referance to heat merely emphasizes that payment of fees is necessary.

c) Section Five Occupancy

The attached includes that version which was in the addendem notice sent to unit owners.

The attached has indentations for paragraph structure not in the copy I have of what was sent unit owners, but the wording remains the same.