

DISCLOSURE MATERIALS

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

TRANSFER OF OWNERSHIP

1. There is a Transfer of Ownership Fee equal to one month condo fee, paid by the buyer.
2. No Rentals Allowed at Association.
3. Seller to provide Buyer(s) with an entry door key, pool key, and Condominium Documents.

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1. *Declaration.* The declaration establishes and describes the condominium, the units, and the common areas. The declaration begins following the red sheet.
2. *Bylaws.* The bylaws contain the rules which govern the condominium and affect the rights and responsibilities of unit owners. The bylaws begin following the orange sheet.
3. *Rules and Procedures.* These are the rules and procedures to which the condominium adheres for purposes of living together as a community. This section also contains a map of the condominium pursuant to the Condominium Act. The rules and procedures begin following the yellow sheet. Note that a site plan showing units and their parking allotments are on page 33.
4. *Articles of Incorporation of the Association.* The articles of incorporation for the condominium begin following the green sheet.
5. *Existing Management contract.* Certain services are provided to the condominium through contracts with individuals or private firms. The management contract begins following the blue sheet.
6. *Annual operating budget.* The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins following the indigo sheet.
7. *Reference Materials.* Selected City of Milwaukee ordinances are provided as a reference. The reference materials begin after the violet sheet.
8. *Leases and expansion plans.* Units in this condominium are not subject to leases nor are these condominium expandable.

Woodlake Governing Documents - Part I – Declaration of Condominium

PART I: DECLARATION OF CONDOMINIUM

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NORTHRIDGE LAKES - WOODLAKE OWNERS ASSOCIATION, INC

PART I: DECLARATION OF CONDOMINIUM

THIS DECLARATION is made and entered into by NORTHRIDGE LAKES - WOODLAKE OWNERS ASSOCIATION, INC., hereinafter called "Association," and individually by the owners of 122 freehold estates, each hereinafter called "Unit," pursuant to the provisions of the Condominium Ownership Act of the State of Wisconsin.

W I T N E S S E T H:

WHEREAS, the Association and the 122 owners of Units own certain real property herein described; and

WHEREAS, the Association and the 122 owners of Units have purchased the land and improvements consisting of 122 separate dwelling units located in 18 multifamily buildings;

NOW, THEREFORE, the Association and the 122 owners of Units, the fee owners of the following described property, to wit:

That part of the N W ¼ of Section 3, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said ¼ Section; thence North 89° 15' 10" East along the South line of said ¼ Section 1868.34 ft. to a point which point is 762.94 ft. South 89° 15' 10" West of the Southeast corner of said ¼ Section; thence North 01° 14' 05" West 293.78 ft. to the point of beginning of the land to be described; thence continuing North 01° 14' 05" West 118.56 ft. to a point of curve; thence North 407.16 ft. along the arc of a curve whose center lies to the West, whose radius is 1468.41 ft. and whose chord bears North 09° 10' 42" West 405.86 ft. to a point of tangency; thence North 17° 07' 18" West 184.66 ft. to a point in a curve; thence Northeasterly 190.12 ft. along the arc of a curve whose center lies to the Northwest, whose radius is 565.00 ft. and whose chord bears North 54° 38' 23" East 189.22 ft. to a point of tangency; thence North 45° 00' 00" East 600.13 ft. to a point, which point is 300.00 ft. West of the East line of said ¼ Section; thence South 00° 27' 40" East and parallel with the East line of said ¼ Section 1219.52 ft. to a point; thence South 88° 45' 55" West 466.94 ft. to the point of beginning. Containing 11.3089 acres of land, more or less,

by this Declaration submit said property together with all buildings and structures and improvements thereon or to be constructed thereon to the Condominium form of ownership under the Condominium Ownership Act of the State of Wisconsin, said Condominium to be known as Northridge Lakes - Woodlake Owners Association, Inc., and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which said real property and improvements thereon, or to be constructed thereon, may be put, and hereby specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on the Association and the 122 owners of Units, and all subsequent owners or all or any part of said real property and improvements, together with their grantees, successors, heirs, personal representatives, devisees or assigns.

A. **Free Hold Estates:** Developer, in order to establish a plan of condominium ownership for the above described property and improvements, divides said real property into the following separate freehold estates:

1. **Boundaries of Unit:** One hundred twenty-two (122) separately designated and described freehold estates, each hereinafter referred to as a "Unit," consisting of the space or area and portions of building contained within the boundaries of each of the one hundred twenty-two (122) Units located in eighteen (18) multifamily buildings on or to be constructed on said property, the boundaries of each such Unit being as follows:

- a. The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Unit;
 - b. The horizontal boundaries shall be (i) lower boundary - the plane of the undersurface of the basement floor, and (ii) upper boundary - the plane of the undersurface of the roof.
2. **Common Area Defined:** A freehold estate in the "common areas and facilities" on the property; such term "common areas and facilities" includes the land, the foundations, roofs, main walls, and all other supports of the multifamily buildings, the recreation and landscaped areas and facilities, the outdoor parking areas, the swimming pool, the pipes, wires, conduits and utility lines installed for common use, and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02(6) of the Wisconsin Statutes.
- B. **Ownership Percentage:** The ownership of each Unit shall include an undivided interest in the common areas and facilities. The percentage of such undivided interest appertaining to each Unit is specified and established in Paragraph E hereof.
- C. **Limited Common:** A portion of the common areas and facilities is designated as "limited common areas and facilities." Such limited common areas and facilities consist of the fenced-in areas, patio areas, and entrance areas appurtenant to each Unit. Such limited common areas and facilities are reserved for the exclusive use of the Unit to which they are appurtenant.
- D. **Conveyance:** The one hundred twenty-two (122) individual Units hereby established and which shall be individually conveyed are described as follows:

<u>BUILDING NO. 1</u> Unit 1 - (Type B) Unit 2 - (Type C) Unit 3 - (Type C) Unit 4 - (Type C) Unit 5 - (Type B)	<u>BUILDING NO. 2</u> Unit 1 - (Type B) Unit 2 - (Type B) Unit 3 - (Type B) Unit 4 - (Type C) Unit 5 - (Type C) Unit 6 - (Type B) Unit 7 - (Type B) Unit 8 - (Type D) Unit 9 - (Type B) Unit 10 - (Type B)	<u>BUILDING NO. 3</u> Unit 1 - (Type D) Unit 2 - (Type D) Unit 3 - (Type D) Unit 4 - (Type A) Unit 5 - (Type E)	<u>BUILDING NO. 4</u> Unit 1 - (Type E) Unit 2 - (Type A) Unit 3 - (Type D) Unit 4 - (Type C) Unit 5 - (Type C) Unit 6 - (Type B) Unit 7 - (Type B) Unit 8 - (Type B)
<u>BUILDING NO. 5</u> Unit 1 - (Type E) Unit 2 - (Type A) Unit 3 - (Type D) Unit 4 - (Type D) Unit 5 - (Type D) Unit 6 - (Type D) Unit 7 - (Type D) Unit 8 - (Type D)	<u>BUILDING NO. 6</u> Unit 1 - (Type D) Unit 2 - (Type D) Unit 3 - (Type D) Unit 4 - (Type E) Unit 5 - (Type A) Unit 6 - (Type D) Unit 7 - (Type D) Unit 8 - (Type D) Unit 9 - (Type D) Unit 10 - (Type D)	<u>BUILDING NO. 7</u> Unit 1 - (Type B) Unit 2 - (Type C) Unit 3 - (Type C) Unit 4 - (Type D) Unit 5 - (Type A) Unit 6 - (Type E)	<u>BUILDING NO. 8</u> Unit 1 - (Type B) Unit 2 - (Type C) Unit 3 - (Type C) Unit 4 - (Type C) Unit 5 - (Type B)
<u>BUILDING NO. 9</u> Unit 1 - (Type D) Unit 2 - (Type D) Unit 3 - (Type D) Unit 4 - (Type D) Unit 5 - (Type A) Unit 6 - (Type E)	<u>BUILDING NO. 10</u> Unit 1 - (Type B) Unit 2 - (Type B) Unit 3 - (Type C) Unit 4 - (Type C) Unit 5 - (Type B) Unit 6 - (Type B) Unit 7 - (Type D) Unit 8 - (Type A) Unit 9 - (Type E)	<u>BUILDING NO. 11</u> Unit 1 - (Type B) Unit 2 - (Type C) Unit 3 - (Type C) Unit 4 - (Type C) Unit 5 - (Type C) Unit 6 - (Type B)	<u>BUILDING NO. 12</u> Unit 1 - (Type D) Unit 2 - (Type D) Unit 3 - (Type D) Unit 4 - (Type D) Unit 5 - (Type A) Unit 6 - (Type E) Unit 7 - (Type D) Unit 8 - (Type D) Unit 9 - (Type D) Unit 10 - (Type D) Unit 11 - (Type D) Unit 12 - (Type D)
<u>BUILDING NO. 13</u> Unit 1 - (Type B) Unit 2 - (Type B) Unit 3 - (Type C) Unit 4 - (Type C) Unit 5 - (Type B) Unit 6 - (Type B) Unit 7 - (Type D) Unit 8 - (Type A) Unit 9 - (Type E)	<u>BUILDING NO. 14</u> Unit 1 - (Type C) Unit 2 - (Type C) Unit 3 - (Type B)	<u>BUILDING NO. 15</u> Unit 1 - (Type B) Unit 2 - (Type C) Unit 3 - (Type C) Unit 4 - (Type D) Unit 5 - (Type D) Unit 6 - (Type C) Unit 7 - (Type C) Unit 8 - (Type B)	<u>BUILDING NO. 16</u> Unit 1 - (Type B) Unit 2 - (Type C) Unit 3 - (Type C)
<u>BUILDING NO. 17</u> Unit 1 - (Type B) Unit 2 - (Type C) Unit 3 - (Type C) Unit 4 - (Type D) Unit 5 - (Type A) Unit 6 - (Type E)	<u>BUILDING NO. 18</u> Unit 1 - (Type B) Unit 2 - (Type C) Unit 3 - (Type C)		

Each of the 18 multifamily buildings is two (2) stories in height, has a basement, is principally of wood frame construction, and contains the number of Units as indicated above. Each Type A Unit contains approximately 1,539 square feet and has a basement, living room, dining room, kitchen, two bedrooms, and one and one-half baths. Each Type B Unit contains approximately 1,831 square feet and has a basement, living room, dining area, kitchen with breakfast area, three bedrooms, and one and one-half baths. Each Type C Unit contains approximately 1,826 square feet and has a basement, living room, dining room, kitchen, three bedrooms, and two and one-half baths. Each Type D Unit contains approximately 2,125 square feet and has a basement, living room, dining area, kitchen, four bedrooms, and two and one-half baths. Each Type E Unit contains approximately 1,709 square feet and has a basement, living room, dining area, kitchen, two bedrooms, and one and one-half baths.

- E. **Percentage of Undivided Interest:** The percentage of undivided interest in the common areas and facilities appertaining to each Unit and its owner is dependent upon the type of Unit and is as follows:

Type A - .6675409%
 Type B - .7941957%
 Type C - .7920259%
 Type D - .9217160%
 Type E - .7412773%

The percentage of undivided interest in the common areas and facilities appertaining to each Unit established above has been determined as follows:

$$\text{Percentage of undivided interest} = \frac{\text{Unit Square Footage} \times 100}{\text{Total Square Footage of all Units}}$$

The common profits and common expenses of the property shall be distributed and shared among the owners of the respective Units according to the percentage of their undivided interest in the common areas and facilities.

- F. **Administration:** The property shall be administered and operated by an association known as "Northridge Lakes - Woodlake Owners Association, Inc.," hereinafter called the "Association" and in accordance with the Bylaws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the Bylaws. Each owner of a Unit shall be a member of the Association and there shall be one (1) vote for each Unit owned. At such time as an owner's ownership interest in a Unit ceases for any reason, his membership in the Association shall automatically cease. The powers and duties of the Association shall include those set forth in this Declaration and those set forth in the Bylaws.

- G. **Property Management:** Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. **Owner Responsibilities:** The owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including, but not limited to all utility lines and installation, air-conditioners, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors and windows, (b) paint and decorate the perimeter and other walls and surface areas within the Unit, and (c) keep and maintain in good condition and repair and replace the portion of the limited common areas and facilities appurtenant to his Unit.
2. **Association Responsibilities:** The Association shall maintain in good condition and repair, replace and operate all other parts of the property, including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multifamily buildings, the utility lines, conduits, pipes, wires and ducts utilized in common and all of the common areas and facilities exterior to such buildings except for the above-mentioned portion of limited common areas and facilities appurtenant to a Unit which are the obligation of the owner of a Unit to maintain.

3. **Owner Restrictions:** An owner of a Unit shall in no case paint or otherwise decorate or change the appearance of any portion of the property outside his Unit, except that facilities listed in the Bylaws, Article VIII, Section C, as amended, and Article VIII, Section E(6), as amended, are permitted; nor make a change within his Unit which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.
 4. **Association Restrictions:** The Association shall not make any alterations to the exterior of any of the multifamily buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than fifty percent (50%) of all the Unit owners. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.
- H. **Assessments:** The manner of making and collection of assessments against the Unit owners for common expenses shall be pursuant to the Bylaws of the Association and each Unit owner shall be liable for such percentage of the common expenses as set forth herein. The lien for unpaid assessments provided in Section 703.16, Wisconsin Statutes shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.
- I. **Restrictions:** Each Unit and every owner of a Unit shall be subject to the following restrictions, covenants and conditions:
1. **Usage:** The Unit shall be occupied and used only for private dwelling purposes and for no other purpose. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.
 2. **Common Utilities:** The owner of a Unit shall not be deemed to own any pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit owners.
 3. **Encroachments:** If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multifamily building is partially or totally destroyed, and then rebuilt, the owners of Units in said building agree that minor encroachments of parts of the common areas and facilities due to construction shall be permitted and that valid easement for said encroachments and the maintenance thereof shall exist.
- J. **Reconstruction:** Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:
1. **Damaged Premises:** In the event of fire, casualty, or any other disaster affecting one or more of the Units and/or one or more of the multifamily buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.
 2. **Reconstruction Costs Covered:** If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety percent (90%) of the cost of said reconstruction and repair, then the damaged premises shall be reconstructed or repaired by the Association with the insurance proceeds and all of the owners shall be assessed for the deficiency. The provisions of Paragraph H hereof shall apply to all sums assessed for any deficiency.

3. **Reconstruction Costs Not Covered:** If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five percent (75%) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and such decision shall also provide that all of the owners and all of the Units shall be assessed for the deficiency. The provisions of Paragraph H hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.18, Wisconsin Statutes [1987-88], shall apply.
 4. **Reconstruction of Community:** Notwithstanding all the foregoing, in the event that seventy-five percent (75%) or more of the multifamily buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five percent (75%) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.18, Wisconsin Statutes [1987-88], shall apply.
- K. **Proper Insurance:** The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners and their mortgagees, for the express purpose of reconstruction and repair as provided in Paragraph J hereof, or, if it is determined in the manner as provided in Paragraph J hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Paragraph J hereof. The foregoing provisions of this paragraph are without prejudice to the right of any owner to obtain individual Unit insurance; provided, however, that no owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this paragraph. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.
- L. **Easements:** The Association reserves the right unto itself to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the Condominium property and other real property adjacent to it.
- M. **Amending Declaration:** This Declaration may be amended from time to time by the affirmative vote or written consent of at least seventy-five percent (75%) of the Unit owners. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

- N. **Service of Process:** Service of process shall be made on President, Northridge Lakes - Woodlake Owners Association, Inc., 6963A WEST GLENBROOK RD., Milwaukee, WI 53223, or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the Office of the Register of Deeds for Milwaukee County, Wisconsin.
- O. **Provision Invalidity:** The invalidity of any provision contained in this Declaration by judgment or Court order, or otherwise, shall in no way affect any other provision herein contained.
- P. **Owner Defined:** As used in this Declaration of Condominium relating to matters requiring affirmation or vote, owner shall mean those owners entitled to vote.

Woodlake Governing Documents - Part II – Bylaws of the Association

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NORTHRIDGE LAKES - WOODLAKE OWNERS ASSOCIATION, INC.

PART II: BYLAWS OF THE ASSOCIATION

ARTICLE I - Name and Location of the Association

- A. Name. The name of this Association shall be NORTHRIDGE LAKES - WOODLAKE OWNERS ASSOCIATION, INC.
- B. Location. The principal office of the Association shall be on the Condominium property in the City of Milwaukee, Milwaukee County, State of Wisconsin. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require. The mailing address of the Association is 6963A West Glenbrook Road, Milwaukee, Wisconsin 53223.

ARTICLE II - Application to, Membership in and Organization of the Association

- A. Application. These Bylaws, together with the Declaration of Condominium of Northridge Lakes - Woodlake Owners Association, Inc., the Wisconsin Condominium Ownership Act, all amendments to the foregoing, and all rules and regulations passed by the Association, shall apply to, govern and control the Condominium property located at and near North 70th Street and West Glenbrook Road, Milwaukee, Wisconsin, and any and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit, hereafter called a "Unit," on the property will signify the acceptance and ratification of these Bylaws.
- B. Membership. The members of the Association shall consist of the Unit owners who have equitable title.
- C. Organization. The Association shall elect a Board of Directors consisting of seven (7) owners entitled to vote in accordance with procedures set out in Article V of these Bylaws. Candidates for the Board of Directors shall be taken only from owners entitled to vote whose Units are not up for sale at the time of nomination. Directors whose Units are put up for sale during their term of office may continue to serve on the Board as long as they are residents of Woodlake.

ARTICLE III - Voting, Majority of Owners, Quorum, Proxies

- A. Voting. Each Unit owner shall have one (1) vote for each Unit owned. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item voted upon. If a Unit is owned by a corporation or absentee owners, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment, signed by a duly authorized officer of the corporation or absentee owner, and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. The Secretary of the Association shall make all due effort to obtain certificates from corporate and absentee owners.
- B. Majority of Owners. The term "majority of owners" shall mean more than 50% of the votes counted, either "aye," "nay," or "abstain." The term "majority" shall mean more than 50% of the total votes possible, counted and non-counted, among those entitled to vote.
- C. Quorum. The representation in person, or by proxy, of a majority of the total number of those entitled to vote shall constitute a quorum.

- D. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV - Meetings

- A. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the owners as may be designated by the Board of Directors.
- B. Annual Meetings. The annual meetings of the Association shall be held during the month of April of each year. At such meetings, there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section B of Article V of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.
- C. Special Meetings. The President shall call a special meeting of the owners as directed by a majority of the Board of Directors, or upon receipt of a petition signed by owners representing a majority of the number of units entitled to vote, and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.
- D. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver with receipt a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than thirty (30) days prior to such meeting. The delivery of a notice in the manner provided in this Section shall be considered notice served.
- E. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.
- F. Order of Business. The order of business at all annual meetings of the owners of Units shall be as follows:
1. Roll call.
 2. Proof of notice of meeting or waiver of notice.
 3. Reading of minutes of preceding annual meeting.
 4. Affirmation of compliance with Paragraph K of Declaration of Condominium regarding insurance, Article V, Section J to these Bylaws regarding fidelity bonds, and Article VII, Section B, regarding delinquent assessments.
 5. Affirmation of effort to obtain proxies from absentee and corporate owners.
 6. Vote on budget.
 7. Reports of officers
 8. Reports of committees.
 9. Election of inspectors of election (when applicable).
 10. Election of Directors (when applicable).
 11. Unfinished business.
 12. New business.
- G. Robert's Rules of Order. Except where inconsistent with these Bylaws, meetings of the Association shall be conducted in accordance with the latest, revised edition of Robert's Rules of Order.

ARTICLE V - Board of Directors

- A. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons.
- B. Election and Term of Office. Directors shall serve staggered 3-year terms. No more than 3 terms shall expire during a single year. Director terms shall commence at the adjournment of the meeting at which they were elected and expire at the adjournment of the meeting during which their successor is elected.
- C. Powers and Duties. The Board of Directors shall have the powers and duties as are necessary for the administration of the Condominium property and, among other duties, carry out the following:
1. Make rules and regulations, and amendments thereto, from time to time, respecting the operation, use and occupancy of the Condominium property. The Board shall notify the homeowners of its intent to make or modify rules and regulations. No changes to the rules and regulations shall be binding unless the homeowners have prior notice of the time and place of meeting and the nature of the proposed changes.
 2. The Board of Directors shall have the power to establish penalties and fines in a manner it deems fair and equitable for the violation of any part of the Declaration of Condominium, Bylaws, or Rules and Regulations the Board makes from time to time.
 3. Make and collect assessments from the Members in accordance with the provisions of the Declaration of Condominium, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the common areas and facilities of the Condominium property, or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board.
 4. Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property. Signatures of the President and one other Director are required to execute any contract on behalf of the Association.
 5. Satisfy all liens against the Condominium property, and pay necessary expenses connected therewith.
 6. Employ a managing agent to perform such duties as the majority of Unit owners authorize. All such duties shall be authorized by majority vote of all owners represented at a meeting in person or by proxy. Said meeting may be the regular annual or special meeting duly constituted to carry out business of the Association.
 7. Perform such other functions as required by law.
- D. Fees. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the Members.
- E. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Persons filling such a vacancy shall hold office until the next annual, or special meeting, at which time an election to fill the unexpired term shall be conducted by the Association.
- F. 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 owners, and a successor may then and there be elected to fill "unexpired term." Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

- G. Organization Meeting. The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.
- H. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such time and place as shall be determined and announced by the Board. All regular meetings shall be open to all owners. The Chair of each committee, or such other person as the Chair designates from the committee, may be present at every regular Board meeting. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, fax machine or email, at least three (3) days prior to the day named for such meeting.
- I. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, no business may be transacted.
- J. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.
- K. Communications. The Board of Directors shall establish a regular newsletter to be distributed to all homeowners and occupants. It shall contain a summary of every Board meeting subsequent to the previous newsletter. Where possible, contemplated major financial transactions and other material items to be discussed at subsequent Board meetings shall be included. The newsletter may contain other items of general interest to owners.

ARTICLE VI - Officers

- A. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors shall appoint an Assistant Treasurer, an Assistant Secretary, an Electoral Officer, and such other officers as in their judgment may be necessary.
- B. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the Organization Meeting of each new Board and shall hold office at the pleasure of the Board.
- C. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors for such purpose.
- D. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint, with the advice and consent of a simple majority of the Board of Directors, committees from among the owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.
- E. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

- F. Secretary. The Secretary shall be responsible for the taking of the minutes at all the meetings of the Board of Directors and of the Association, and perform all duties incidental to the Office of Secretary.
- G. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other 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. He/she shall be responsible for keeping and maintaining the corporate records and minutes of the Association and Board of Directors.
- H. Compensation. No officer shall receive compensation for services rendered to the Association unless the same would be established by a resolution of the membership.
- I. Committees. The following standing committees should be established by the Board of Directors at their first monthly meeting following the annual meeting:
- Finance and Insurance
 - Grounds and Maintenance
 - Compliance
 - Communications
 - Zoning and Development

Other committees may be established as the Board directs.

ARTICLE VII - Budget, Assessments and Depositories

- A. Budget. The Directors shall prepare a budget for the annual operation of the Association for approval by the owners at the annual meeting. The budget shall be printed in detail and mailed with the notice of the annual meeting. For comparison purposes, budget and actual expenditures (to the extent known at time of preparation) for the previous year shall also be included. If the budget is disapproved, the Board shall set the time and place of a special meeting for the sole purpose of adopting a budget. This meeting will be held within thirty (30) days of the annual meeting. The budget may be approved by a majority of the owners present in person or by proxy at this meeting. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities and parking areas; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Unit owners. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures, or other operations not included in the above which shall be included in the budget.
- B. Assessment. The estimate of the charges to be paid during each year by each Unit owner for the share of the common expenses in accordance with the provisions of the Declaration of Condominium shall be assessed against each Unit and paid at such time as provided in resolutions by the Board, with the first assessment payment being made, on a prorated basis where proper, upon receipt by the owner of his deed to his Condominium Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments not paid within ten (10) days after due shall bear interest at the rate of eighteen percent (18%) per annum from the due date. In the event of a failure on the part of a Unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Directors must take appropriate measures as may be allowable by law.
- C. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the Treasurer and one other Director.

ARTICLE VIII - Obligations of the Owners

A. Maintenance and Repair.

1. Every owner must perform promptly all maintenance and repair work within his/her own Unit and within the limited common areas and facilities appurtenant to his/her Unit, and is expressly responsible for the damages and liabilities that his/her failure to do so may engender.
2. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility in any manner damaged by him/her or any occupant, guest or other invitee of his Unit.

B. Internal Changes. An owner shall not make an alteration of a structural nature within his/her Unit without previously notifying the Association in writing, through the management agent, if any, or through the President if no management agent is employed, and specifying in such notice the alteration proposed. The Association shall answer within thirty (30) days.

C. Use of Common Areas and Facilities. With the exception of facilities specifically mentioned in paragraphs (1), (2), (3), (4) and (5) of this Section, no owner shall place or cause to be placed any objects of any kind in the common areas, except in the limited common areas appurtenant to his Unit. [Note: Wisconsin law states that the common areas may be used only for the purposes for which they were intended, and are subject to mutual rights of support, access, use and enjoyment by all Unit owners. See 87-88 Wis. Stats., 703.14(1).]

1. All central air conditioning units, whether installed by the Developer or by a Unit owner in the common area at the time of this amendment, are permitted. Central air conditioning units may be installed in the common area by Unit owners provided that prior approval of the air conditioner design is obtained from the Board of Directors before the unit is installed.
2. All gates shall be rectangular in shape, of rough, natural finished cedar, and black colored hardware shall be used. Gates of the design(s) approved by the Board of Directors and placed appropriately so that the architectural design of the fences is not violated, may be constructed provided that approval is obtained from the Board of Directors prior to construction. Gates are responsibility of owner.
3. Unit Owners may apply to the Board for planting privileges in the common area, to be detailed on a drawing provided by the unit owner. The Board reserves the right at all times to re-landscape the area in question with no financial reimbursement to the unit owner.
4. Hand rails or other hand holds may be permitted at any unit's front and back steps, either embedded in the cement or attached to the outside wall of the unit, or to the fence of the unit. The same conditions of Board approval, and professional and proper installation at owner's expense, apply as they do in Paragraph 6, Section E following.
5. Bird feeders are allowed in the common area up to four per unit. Feed shall be placed in a covered hopper, gravity type feeder. The platform of the feeders shall be of a reasonable size and surrounded by ledge to deter food from blowing off. The feeder shall be placed on top of a rodent proof pole, which extends at least 3.5 feet above the ground or shall be suspended from a tree if protected by rodent guards. Feed shall not be placed on the ground where it is accessible to rodents. The feeder shall be maintained in a sanitary condition and cleaned regularly. The area below the feeder shall also be kept free of accumulation of feed (Refer to City of Milwaukee Ordinance 78-16).

D. Right of Entry

1. Each owner grants the right of entry to his Unit to the management agent or to any other person authorized by the Board of Directors of the Association in case of any emergency, whether the owner is present at the time or not.
2. Each owner shall permit the management agent or any other person authorized by the Board of Directors or other owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

E. Right of Conduct

1. No signage may be posted in common or limited common areas except “for sale” signs (1 per unit), medical necessity or safety signs may be posted within limited common areas. Nothing may be affixed to siding without permission of the Board of Directors. All other signage permitted under State Statute 703 is permitted.
2. Residents shall exercise extreme care about making noise that may disturb other residents.
3. Domestic animals may be kept only in accordance with the Municipal Sanitary Regulations and such other rules and regulations as may be adopted by the Board of Directors. See Part III Section E: Pets.
4. It is prohibited to hang garments, rugs, beach towels etc., from the windows or in any areas outside the limited common areas.
5. It is prohibited to throw garbage or trash outside the disposal receptacles.
6. No owner or resident shall install wiring for electrical or telephone installations, television antennae (subject to FCC rules), machines or air conditioning units, except as provided in Article VIII, Section C (1), on the exterior of the property or that protrude through the walls or the roof of any building. However, wiring through the outer walls may be permitted to allow for the installation of security devices by individual owners to protect the security of an individual unit, under the following conditions:
 - a. Permission to install a sensor and security light, other than a sensor in the front entry way, must be obtained from the Board of Directors. Placement and style of any sensor and security light device, other than a sensor in the front entry way, must be approved by the Board of Directors. Installation of such a sensor device in any place, other than the front entry way, must be done by a licensed professional electrician and at the owner’s expense.
 - b. These devices may be installed only if they do not interfere with other residents. The Board of Directors must make that determination before installation can be made.
7. Other protruding additions to units:
 - a. Many furnace replacements require the ducting of the furnace to protrude through the side wall of a unit. As of the early 1990’s white PVC pipe is commonly used for this. It is on record that such ducting is permissible whenever new heating equipment is installed

- b. Other devices (such as louvered exhaust fans, or skylights) are permitted through the roof line or the side walls under the same conditions of Board permission, approval of design, and professional installation as applies to chimneys in the following paragraph.
 - c. All fireplace chimneys, whether installed by the Developer or by the Unit owner at the time of this amendment, are permitted. Fireplace chimneys may be installed by Unit owners provided that prior approval of the installation and design of the chimney is obtained from the Board of Directors before the chimney is installed.
8. Portable and/or window air conditioning or dehumidification units that protrude through walls, windows, or doorways of any Unit are prohibited.
9. **RENTAL OF UNITS RESTRICTED.** It is the objective of the Association to insure to its members the benefits derived from owner-occupied homes. These benefits include an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, increased cooperation and compliance with Association rules and bylaws and continuity of residence; owner-occupied homes will additionally enhance the ability of unit owners to finance and refinance their homes. In furtherance of these objectives, it is the policy of the Association to discourage absentee investment ownership. Accordingly, occupancy of the unit shall only be by the owner thereof and/or his or her immediate family (spouse, children, grandchildren, parents, brothers or sisters of the owner) and one adult invitee of the owner, provided that the owner resides in the unit simultaneously with the invitee. All occupants must be registered with the Board/Association. No rental, lease or similar occupancy of a unit shall be allowed, subject only to the following exceptions:
- a. Unit owners who have existing tenants as of the date of enactment of this amendment, April 1999, are grandfathered.
 - b. A fiduciary, such as a trustee, if the occupant of the unit is a beneficiary of the fiduciary entity.
 - c. Purchase money mortgages of the unit or the Association, where the unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure.
 - d. Special hardship exception. The Board of Directors shall have the authority to waive the requirement of this section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. Request for a waiver shall be made to the Association in writing, and considered by the Board at a meeting for that purpose. Any exception granted by the Board must be in writing, approved by a majority of the Board, and signed by at least two members of the Board. No unit owner shall be permitted to lease the unit pursuant to these rules unless and until the unit owner shall pay to the Board of Directors on behalf of the Association all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against said unit, except permitted mortgages. Any lease must contain the following language:

“Tenants have been advised of the Bylaws, Rules and Regulations of Northridge Lakes – Woodlake Owners Association, Inc. and have been given a copy of the same. A violation of said Bylaws, Rules or Regulations shall be construed as a violation of this lease and the Association shall have, in addition to all the other rights and remedies of enforcement, the right to obtain a writ for eviction from a court of competent jurisdiction.”

- e. Tenant occupancy of a unit, other than as permitted by these bylaws and such rules as are promulgated by the Board of Directors, shall result in a fine of \$50.00 per day to the unit owner and the Association shall be entitled to any other remedies provided by these Bylaws, the Declaration and the Rules.
10. Unit owners wishing a satellite system or any outside mounted installation system must submit forms to the Board of Directors for approval.
- a. This application must include:
 - 1) A drawing showing the exact location of where the satellite dish will be installed.
 - 2) A copy of signed contract with the company that will install the dish. A copy of the work order from the installation company will suffice as a contract.
 - 3) A certificate of insurance from the company that will install the satellite dish to insure the company provides appropriate liability and medical pay insurance for its employees.
 - 4) The form stating that the unit owner assumes all responsibility for any repairs or maintenance to the satellite dish and the surface to which the satellite dish is attached.
 - 5) Signed form of agreement by installer to put dish in Association-approved location.
 - b. During the installation of the satellite dish:
 - 1) If the unit has a clerestory, the satellite dish must be installed on the trim board of that clerestory.
 - 2) If the unit does not have a clerestory, it may be installed on the trim board at the direction of the Board of Directors.
 - c. Specifics on the satellite dish itself:
 - 1) Dishes may be no larger than what is industry standard.
 - 2) Any cable cords that will be exposed to the outside must be black or dark brown in color.
 - d. Anything resulting from this installation that damages or threatens the structural integrity or appearance of the building shall be corrected at the cost of the unit owner.
 - e. Grounds and Maintenance Committee will be notified immediately that such repairs are necessary and that they will be done forthwith at the cost of the unit owner.
11. With Board approval flags may be displayed in the limited common area but may not be mounted on siding.

ARTICLE IX - Parking

Assignment of Parking Spaces. Parking spaces are assigned to provide one (1) and only one reserved space for each Unit, nearest the front door of the Unit, consistent with the convenience of neighboring Units. These assignments are fixed and may be changed only in cases of hardship, upon the decision of the Board by petition of the owner(s) desiring the change. Visitors, guests and all other non-owners and non-renters of Units shall obey all signs and park only in unassigned spaces or in assigned spaces with owner's permission. . Each owner or renter is responsible for seeing that his/her guests do not violate parking assignments. The Board shall have the power to tow away violating

vehicles or fine owners for any parking violations in a manner it deems fair and equitable, subject only to granting due process to the violator. See Part III Section D: Parking.

ARTICLE X - Amendments

Bylaws. These Bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners of at least sixty-seven percent (67%) of the total Unit owners represented at said meeting, either in person or by proxy. The Board shall print and distribute to all owners any amendment to these Bylaws within thirty (30) days of the time such amendment takes effect.

ARTICLE XI - Mortgages

- A. Notice to Association. An owner who mortgages his Unit(s) shall notify the Association through the management agent, if any, or the President of the Board of Directors in the event there is no management agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."
- B. Notice of Unpaid Assessments. The Association shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the owner of such Unit.

ARTICLE XII - Conflicts

These Bylaws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of said statute, or the Declaration of Condominium of Northridge Lakes - Woodlake Owners Association, Inc., it is hereby agreed and accepted that the provisions of the statute or of the Declaration, as the case may be, will control.

ARTICLE XIII - Hazard or Nuisance

No unit owner shall maintain his/her unit in such a manner that it becomes a hazard, eyesore, or a nuisance. Violation may be subject to any remedies available to the Association.

- A. If any property is to remain vacant for thirty (30) days or more, the owner should inform the board and provide the name of a local agent who has access to the unit and has authority to act on the owner's behalf. The unit owner may also delegate the board to appoint an agent for this function.
- B. A unit vacant for more than thirty (30) days with no agent appointed is subject to the Association's Right of Entry (Wisconsin statutes chapter 703.32). If such a procedure finds that repairs reasonably appear necessary for safety or to prevent damage to other portions of the condominium, the Association shall order the owner to make said repairs within a reasonable time calculated to the urgency of the work to be done.
- C. If the owner fails to comply, the Association can undertake repairs and assess the owner accordingly.
- D. If the unit is to remain vacant during the winter, the unit owner must meet the following requirements in addition to Article XIII, Section A:
1. The temperature in the unit does not go below 55 degrees Fahrenheit.
 2. Electricity remains on during this time
 3. Unit owner designates a person(s) to occasionally inspect the unit to ensure serious damage or infestation has not occurred.

ARTICLE XIV - Borrowing Money and Conveying Property

- A. Borrowing Money and Conveying Property

1. A majority vote of the Board is needed for approval of association borrowing for short term needs. Also, a majority of unit owners in good standing is needed for approval of financing of capital improvements.
2. A majority vote of the Board is needed for approval of association conveying property.

Woodlake Governing Documents – Part III – Rules and Procedures
PART III: RULES, REGULATIONS AND PROCEDURES

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NORTHTRIDGE LAKES - WOODLAKE OWNERS ASSOCIATION, INC.
PART III: RULES, REGULATIONS AND PROCEDURES

A. Architectural Alterations and Modifications

1. Exterior entrance lights are restricted to white bulbs of no more than 75 watts in the approved fixtures.
2. Planting in the common areas (excluding the patio or limited common area) must be approved by a majority vote of the Board and must be in conformance with the Bylaws.
3. The front door shall be one of the following approved colors: all Dutch Boy Exterior Grade paint. Sleepy Hollow D6-2, Holly-Day D19-1, Cheboygan Blue E18-2, Pimpernel A17-1, Boston Tea Party C12-3, Durham Beige B15-4, Popcorn B14-4 and Bulldog B15-1. The traditional brown is Bulldog B15-1.
4. Storm doors may be installed on the entrance door and shall match the color of the entrance door or be dark brown. Storm doors may be installed on the sliding patio doors and must be dark brown.
5. Plastic exterior coverings of any windows or door openings are alterations and are architecturally prohibited.
6. Exterior casing and trim of all windows shall be dark brown.
7. Exterior wooden steps may be stained or treated with a wood preservative in a clear finish.

B. Committees

1. All chairpersons are appointed by the President, with the advice and consent of a simple majority of the Board of Directors, for a period of 12 months beginning with the May board meeting.
2. The chairperson is responsible for meetings of the committee and is answerable to the Board.
3. The chairperson is responsible for calling all meetings of the committee and must advise the Secretary of the time and place of each meeting.
4. Each committee is to take minutes of each meeting as the basis for its report to the Board.
5. At least one member of each committee is to be in attendance at all monthly Board meetings.
6. In the event of a tied vote in the committee, the chairperson shall cast the deciding vote.
7. No committee member may sign any document committing the Northridge Lakes-Woodlake Owners Association.
8. The chairperson of each committee may authorize the expenditure of up to \$25.00. The Treasurer will reimburse individuals upon satisfactory proof of purchase. Any sum over \$25.00 must be approved only by a majority vote of the Board of Directors.
9. If considered appropriate, the President, after consulting the chairperson of a committee, may appoint a Board member to act as a liaison at some committee meetings.

10. If a committee cannot reach consensus on the scope of their responsibilities or action to be taken, the committee will consult with the Board of Directors.

C. Nominations and Elections

1. Notice of Elections:

- a. The Secretary shall inform unit owners in writing of the forthcoming election at the Annual General Meeting. This notice shall be sent out twenty-one (21) to twenty-five (25) days prior to the Annual Meeting.
- b. It is the unit owner's responsibility to notify the Secretary of the address to be used for receipt of all Annual Meeting information if other than Unit address.
- c. This notice will identify the number of vacancies on the Board of Directors, and will include the name and address of the Electoral Officer from whom nominees may get nomination papers.

2. Nominations

- a. Each nomination shall be signed by the candidate and nine (9) seconders, all of whom must be unit owners.
- b. Each nomination shall be delivered in writing to the Electoral Officer by the closing date.
- c. The closing date for nominations shall be fifteen (15) days before the Annual Meeting.
- d. After the closing date, the Electoral Officer will advise the President of the number of candidates.
- e. The Electoral Officer will be responsible for preparing a roster of candidates, which will be given to the Secretary for inclusion with the Notice of Annual Meeting. This notice shall include a proxy voting form and a ballot form, when necessary, for those unit owners unable to attend the Annual Meeting.

3. Elections

- a. The Electoral Officer will supervise the actual counting of the votes and report the result to the President.
- b. In case of a tie between candidates, the President shall hold the casting vote.
- c. An equal number of vacancies and candidates will require a "yeas and nays" vote before the candidates can be declared elected.

D. Parking

1. Reservations and Spaces

- a. Each Unit will be assigned one space for its exclusive use, as located on the accompanying map.
- b. Each Unit will be allowed to use a maximum of one additional unassigned and non-exclusive space.
- c. It is each Unit Owner's responsibility to ensure that he/she, and any tenants or guests, never occupy another Unit's assigned space.

- d. Each assigned space shall be labeled “RESERVED” on the horizontal surface of the parking lot at the entry to each space.

2. Restrictions of Vehicles

- a. No vehicle may exceed a speed of 10 miles per hour while on Woodlake property.
- b. No motorized vehicles (except for authorized maintenance vehicles) may be operated off the parking areas.
- c. Vehicles and related equipment shall not extend into the driving lane or walkways. Vehicles and related equipment shall fit into designated parking space.
- d. Vehicles not able to move under their own power, or which are otherwise inoperable, must be removed from Woodlake within 48 hours by their owners.
- e. A unit owner does not have a right to use any of its parking spaces for storage of unused, abandoned, disabled or unregistered vehicles. This applies whether or not a vehicle has a valid Woodlake parking ID tag and whether or not the vehicle is in a unit’s “Reserved” or an unassigned space.

3. Vehicle Identification

- a. Each Unit will be issued two Woodlake parking ID tags. The occupant of each unit must sign for them. The tag numbers will be recorded by the Board at the time of issue. A parking tag should be prominently displayed in all vehicles while parked on Woodlake property. This identifies which two vehicles from each unit have legal parking rights at Woodlake. If a resident has more than two vehicles, he/she may park on Woodlake property if additional tags are secured from a neighbor who does not have two vehicles. Any violations of the above regulations regarding the use of the Woodlake parking ID tags are subject to penalty.
- b. If the owner chooses to register a motorcycle, it may be parked in an unreserved spot. If the owner does not register the motorcycle, the owner will then have to double park it with his/her registered vehicle in his/her reserved spot only. Any variance must have written approval of the Board of Directors.

- c. Signs with the following notice shall be posted on the entrance pylons:

**This Lot Under Exclusive Management
And Control of Northridge Lakes Woodlake Owners Assn., Inc.**

PARKING BY PERMIT ONLY

NO PARKING ALONG YELLOW FIRE LANE CURBS

Violators will be Ticketed and Towed Away

State Code 346.55

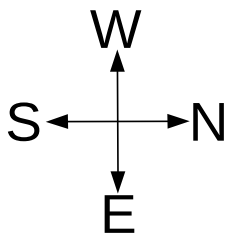
4. Enforcement of Parking and Traffic Regulations

- a. If any vehicle is occupying or blocking an assigned parking space, the owner of the Unit to which that space is assigned may have that vehicle ticketed by the Milwaukee Police Department, and towed away at the expense of the vehicle owner.
- b. Any vehicle with a visible parking ID tag which is in violation (that is, one that is parked in another Unit's reserved space, or one that is parked in a yellow no-parking area, or one that is in violation in any other way) will be treated as a violating vehicle and will be subject to penalty (ticketing, fining and/or towing).
- c. Any parking problems and violations should be reported to a Board member.

SEE FOLLOWING PAGE FOR WOODLAKE PARKING MAP

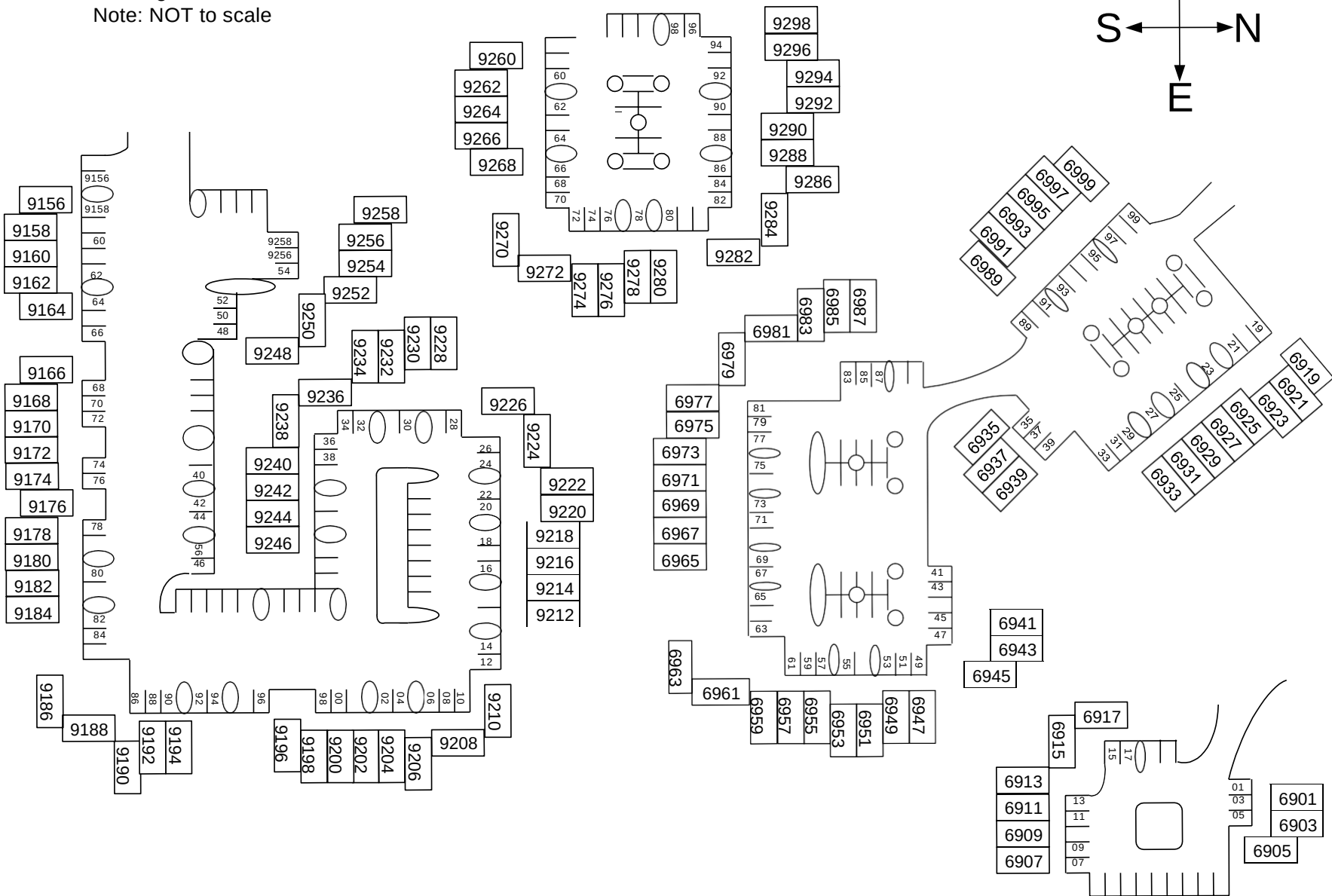
5. Parking Violation Procedure

- a. Notice given to the Parking Committee or Board member of a parking violation.
- b. Parking Committee requests the management company to determine the proper owner of the violating vehicle.
- c. Once proper owner is identified, Parking Committee or Board member instructs the management company to send a letter to the owner indicating vehicle is in violation and must be removed within five (5) days. Letter should further indicate that failure to remove the vehicle from Woodlake grounds will result in the vehicle being towed. A copy of the letter will also be sent to the Parking Committee chairperson.
- d. If the vehicle has not been removed from Woodlake grounds, on the day number six (6), the management company will arrange to have the vehicle towed at the owner's expense.



WOODLAKE

Parking Allotments
Note: NOT to scale



E. Pets

1. The keeping, boarding or raising of animals of any kind is prohibited within any unit or upon the common elements, except that the keeping of orderly domestic pets (e.g., a cat or dog) not to exceed three per unit, is permitted, subject to these rules and further subject to the ordinances of the City of Milwaukee which are expressly incorporated herein (except where these rules are more restrictive) and any other applicable laws; and further provided, that animals shall not be kept or maintained for commercial purposes (e.g., for breeding). The number of cats and/or dogs allowed by unit owners shall be in compliance with City Ordinance Chapter 78-5 Section 3.
2. The City of Milwaukee has defined dangerous dogs in section 78-23 as: Any animal which, when unprovoked, bites or inflicts bodily harm on a person, domestic pet or animal on public or private property can be declared dangerous and must be removed. Any animal which chases or approaches a person in a menacing fashion or apparent attitude of attack without provocation upon the streets, sidewalks or any public grounds or on private property without the permission of the owner or person in lawful control of the property can be declared dangerous. An animal with a known propensity, tendency or disposition to attack, to cause injury to, or to otherwise threaten the safety of humans or other domestic pets or animals can be declared dangerous and must be removed.
3. Due to special restrictions placed upon Pit Bulls and Rottweilers by the City of Milwaukee (section 78-22), new homeowners are not allowed to have these dog breeds or any combination of these breeds. Present homeowners who do not have these breeds, may not have these dog breeds or any combination of these breeds. Present homeowners who already own these breeds, may not add to or replace these dog breeds or any combination of these breeds.
4. The following activities are a non-exclusive list of prohibited activities involving animals which are deemed to create a nuisance or interference with the mutual covenant which each homeowner has to the other for quiet enjoyment of the premises: Loud noises; animals off leash or at large on the common elements; failure to remove pet waste immediately from the common elements or timely from the units; allowing animal smell to be discernable outside the unit; leashing an animal to a stationary object on the common elements; failure to comply with municipal ordinances or county or state laws with respect to inoculation; leaving an animal unattended for a period of time which causes the animal harm. No unit owner (or renter) shall allow any family pet to use the patio or other limited common area for defecation and/or urination. Any fecal matter deposited in any area of Woodlake must be disposed of by wrapping and placing into an approved waste container situated on the owner's premises as specified in City Ordinance 79-4. Owners are liable for damage caused by pets in the common area.
5. If any pet is causing or is creating a nuisance as defined above or unreasonable disturbance or noise or is dangerous unit owners may file a grievance. Under the grievance process fines may be levied for violators.
6. Pets shall not be permitted upon the common elements unless accompanied and leashed by a responsible person.

7. Any unit owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold harmless the condominium, the Association, each unit owner, the Board of Directors, and the managing agent from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium. All pets shall be registered and inoculated as required by law. Milwaukee County, its representative, agents or independent contractors or other government officials are authorized to enter on to the condominium and to enforce any applicable ordinance, rules and regulations with respect to animals.
8. Through the grievance process the Grievance Committee may advise the Board of Directors to levy (by majority vote of the Board) reasonable fees against the unit owners for violations of this provision, but each day a violation continues after notice is given to the unit owner is a separate violation. A unit owner may appeal any enforcement procedure employed by complying with the Association's grievance procedure. The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

F. Swimming Pool

The pool area is for the use and enjoyment of all residents and cannot accommodate large groups.

Health Department rules and regulations must be followed at all times. The following rules will be strictly enforced. A \$25.00 fine will be assessed for each infraction.

1. Pool Hours: 5:00 AM, or after daily water testing and treatment is completed, to 11:00 PM. Adult Swim Hours: 6:00 AM to 9:00 AM. The pool gate must be locked at all times and never propped open. All persons use the pool facilities at their own risk. The Association assumes no liability in case of an accident, drowning, or injury.
2. No one under the age of 16 will be allowed in the pool area unless accompanied by a parent or other adult resident of Woodlake. No one adult shall take responsibility for more than three (3) individuals under the age of 16 at the pool.
3. No resident shall have more than five (5) guests at the pool at a single time. A guest is defined as anyone who is not a resident of Woodlake and therefore can use the pool only when accompanied by a resident.
4. All commonly recognized rules of sanitation and safety shall be observed.
 - a. Bathroom facilities must be used at home. Infants who are not toilet trained must wear disposable swim diapers.
 - b. Spitting, blowing of noses, spouting of water or any action that may pollute the water is prohibited.
 - c. All persons should shower before entering the pool especially when suntan or other lotion or oil is used.
 - d. Persons with shoulder length hair or longer should wear a swim cap or tie back their hair.
 - e. The pool should not be used by persons having reasons to believe that they have an illness which might jeopardize the health of others.
5. Frayed cut-offs, long pants, etc. are not acceptable swimming attire and will not be allowed in the pool.
6. Food and beverages are restricted to pool deck area only and should not be taken into the pool. Glass containers are not allowed.

7. All persons are responsible for cleaning litter caused by their use of the pool area.
8. Running, boisterous conduct, discourteous behavior or any actions regarded as safety hazards are prohibited.
9. Climbing on or over the pool fence is strictly prohibited.
10. Rafts, toys, or pool games which interfere with others' use of the pool shall not be permitted. All pool toys should be removed when not in use.
11. Smoking is not allowed in the pool area.
12. Animals or pets are not allowed in the pool area in accordance with City of Milwaukee Health Department Regulation.
13. Pool safety equipment is for emergency use only.
14. No weapons of any kind are permitted in the pool area
15. Unit owners and renters are responsible for compliance with these rules. All family members and guests, regardless of age, are liable for their actions. For repeated violations anyone may be asked to discontinue use of the pool for the rest of the current season. In the case of property damage the unit owner will be assessed the cost of repair or replacement by the Board of Directors.

G. Grievances

Violations of Milwaukee City Ordinance(s) should be directed to the Milwaukee Police Department-Neighborhood Services.

* **NOTE:** For emergencies such as suspected criminal activity, medical health emergencies or fire, call 911.

1. Infractions of Woodlake Declarations of Condominium, By-laws or Rules are subject to the Grievance Process.
 - a. Grievances must be given to any member of the Compliance Committee with the understanding that the grievance information is to be kept confidential.
 - b. Any grievance must be in writing and contain the following:
 - 1) Name of the offender
 - 2) Infraction observed
 - 3) Time and place of occurrence
 - 4) Name and address of the reporting Unit Owner. ***Name and address will only be released upon permission of the person filing.***
 - c. Grievances are forwarded to the Chairperson of the Compliance Committee who may ask committee members to clarify the reported grievance.
 - d. The Chairperson will set a meeting date to review reported grievances and the committee will come to a consensus on how to proceed. Frequency of meetings will depend on the number of reported grievances.
 - e. If the resident(s) challenges the outcome of the Grievance decision, the resident(s) is entitled to a hearing. In order to request the formation of a Hearing Committee, the resident(s) must notify the Secretary of the Association within fifteen (15) days of the decision rendered. The Hearing Committee shall consist of residents who are not members of the Board of Directors, relatives of the resident(s) complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.
 - f. The Chairperson notifies the management company of action needed and/or notifies owners of decisions. Fines may be imposed for violations after a warning letter is sent. The decision of the Compliance Committee is binding as to all parties. In case of non-compliance, the management company will be instructed to start injunctive relief as covered in Wisconsin Statue Chapter 703.24.
 - g. A monthly report is given to the Board of Directors outlining the grievance(s) and resolution(s) or action(s) taken.
2. Unit owners are subject to a fine of \$25. Each day shall be construed as a new violation.

Woodlake Governing Documents

Part IV: Copy of Articles of Incorporation

ARTICLES OF INCORPORATION
OF
NORTHRIDGE LAKES – WOODLAKE OWNERS ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE 1. The name of the corporation is NORTHRIDGE LAKES – WOODLAKE OWNERS ASSOCIATION, INC.

ARTICLE 2. The period of existence shall be perpetual.

ARTICLE 3. The purpose shall be to provide for the administration, maintenance, preservation and control of the Condominium commonly known as Northridge Lakes – Woodlake located in Milwaukee County, Wisconsin, in accordance with and in furtherance of the Declaration of Condominium of Northridge Lakes – Woodlake created under and pursuant to the Wisconsin Unit Ownership Act.

ARTICLE 4. Location of the principal office is Milwaukee, Wisconsin.

ARTICLE 5. Name of the initial registered agent is William Orenstein.

ARTICLE 6. Address of the initial registered agent is 11100 West Burleigh, Milwaukee, Wisconsin 53222.

ARTICLE 7. The number of directors may be fixed by by-law but shall be not less than three.

ARTICLE 8. The number of directors constituting the initial board shall be five.

ARTICLE 9. Names and addresses of the initial directors:

William Orenstein – 11100 W. Burleigh, Milwaukee, Wis. 53222
James S. Levin – 606 W. Wisconsin Ave., Milwaukee, Wis. 53203
Patricia Fadness – 11100 W. Burleigh, Milwaukee, Wis. 53222
Mark Starobin – 9090 N. 75th Street, Milwaukee, Wisconsin
Diane Genach – 11100 W. Burleigh, Milwaukee, Wis. 53222

ARTICLE 10. The record owner of the fee title to any Unit and an undivided interest in the Common Areas and Facilities as defined in the Declaration of Condominium of Northridge Lakes – Woodlake shall automatically, upon becoming such owner, be a member of this corporation and shall remain thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease.

ARTICLE 11. The record owner of each Unit, as defined in the Declaration of Condominium of Northridge Lakes – Woodlake, shall be entitled to one vote for each unit owned.

ARTICLE 12. Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE 13. The Association may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 14. The name and address of the incorporator is Stephen L. Chernof, 606 West Wisconsin Avenue, Milwaukee, Wisconsin 53203.

Executed in duplicate on the 7 day of December 1972.

Stephen L. Chernof

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 7th day of December, 1972,
the above named Stephen L. Chernof, to me known to be the person who executed
the foregoing instrument, and acknowledged the same.



Marilyn D. Holtz
Notary Public, Wisconsin
My commission expired May 14, 1975

This document was drafted by James S. Levin

Woodlake Governing Documents

Part V: Copy of Management Contract

Woodlake Governing Documents

Part VI: Annual Operation Budget

Woodlake Governing Documents

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MILWAUKEE CODES OF ORDINANCES

Household Pets

78-1. Definitions. In this chapter:

1. **ANIMAL FANCIER** means any person in a residential dwelling unit who keeps, harbors, raises or possesses any combination of dogs or cats numbering not less than 4 nor more than 5 animals over the age of 5 months.
2. **APPROVED** means approved by the commissioner.
3. **AT LARGE** means an animal is off the premises of its owner and on any public street or alley, school grounds, a public park, or other public grounds or on private property without the permission of the owner or person in lawful control of the property. An animal shall not be deemed to be at large if:
 - a. It is attached to a leash not more than 6 feet in length which is of sufficient strength to restrain the animal and the leash is held by a person competent to govern the animal and prevent it from annoying or worrying pedestrians or trespassing on private property or trespassing on public property where such animals are forbidden; or
 - b. It is properly restrained within a motor vehicle; or
 - c. It is a dangerous animal that is in compliance with the requirements of s. 78-23-2.
4. **BODILY HARM** means physical pain or injury or any impairment of physical condition.
5. **CARETAKER** means any person 16 years of age or older who, in the absence of the owner, temporarily harbors, shelters, keeps or is in charge of a dog, cat or any other domesticated bird or animal.
6. **CAT** means a domesticated member of *felis domestica*.
7. **COMMISSIONER** means the commissioner of health, his or her designated representative within the health department, or any other city official to whom the commissioner's functions or duties under this chapter have been delegated pursuant to a memorandum of understanding.
8. **COMMISSIONER OF PUBLIC WORKS** means the legally designated head of the department of public works of the city of Milwaukee or his or her authorized representative.
9. **DANGEROUS ANIMAL** means:
 - a-1. Any animal which, when unprovoked, bites or otherwise inflicts bodily harm on a person, domestic pet or animal on public or private property.
 - a-2. Any animal which chases or approaches a person in a menacing fashion or apparent attitude of attack without provocation upon the streets, sidewalks or any public grounds or on private property without the permission of the owner or person in lawful control of the property.
 - a-3. An animal with a known propensity, tendency or disposition to attack, to cause injury to, or to otherwise threaten the safety of humans or other domestic pets or animals.
 - b. The biting or injury of a person by an animal shall in the absence of contrary evidence be presumed to be due to an unprovoked attack. Provocation of the animal by the person or animal that is bitten or injured or the fact that the animal bit or injured another person or animal as a result of provocation shall be considered in mitigation and if the provocation is purposeful or substantial, the court may accept the alleged bite or injury as self-defense by the animal and not classify the animal as dangerous.
 - c. An animal shall not be deemed a dangerous animal if it bites, attacks or menaces any person or animal to:
 - c-1. Defend its owner, caretaker or another person from an attack by a person or animal.
 - c-2. Protect its young or another animal.
 - c-3. Defend itself against any person or animal which has tormented, assaulted or abused it.
 - c-4. Defend its owner's or caretaker's property against trespassers.
- 9.5. **DEPARTMENT** means the health department or any department to which health department functions or duties under this chapter have been delegated pursuant to a memorandum of understanding.
10. **DOG** means a domesticated member of *canis familiaris*.
11. **DOMESTICATED ANIMAL** means any bird or animal of any species which usually lives in or about the habitation of humans as a pet or animal companion. The term does not include a dangerous animal or a prohibited dangerous animal.
12. **DWELLING UNIT** means one or more rooms, including a bathroom and kitchen facilities, which are arranged, designed or used as living quarters for one family or household.
13. **FOWL** means all domesticated birds and nondomesticated game birds ordinarily considered to be edible.

- 14. GROOMING** means care or service provided to the exterior of an animal to change its looks or improve its comfort but does not mean the treatment of physical disease or deformities.
- 15. GROOMING ESTABLISHMENT** means a business establishment in which a domesticated bird or animal is received for grooming.
- 16. KENNEL** means an establishment in which more than 3 dogs or 3 cats, or any combination thereof, over the age of 5 months may be kept for boarding, breeding, safekeeping, convalescence, humane disposal, placement, sale or sporting purposes. This is the same type of facility referred to as an “animal boarding facility” in ch. 295.
- 17. MULTIPLE DWELLING** means a commercial or residential building consisting of 3 or more dwelling units.
- 18. OWNER** means any person owning, harboring, sheltering or keeping a dog, cat or any other domesticated bird or animal.
- 19. PERSON** means any individual, firm, corporation or other legal entity.
- 20. PET SHOP** means a business establishment, other than a kennel, where domesticated mammals, birds, fish or reptiles are kept for sale.
- 21. PIT BULL** means any dog which is one-half or more American staffordshire terrier, staffordshire terrier, American pit bull terrier, miniature bull terrier or staffordshire bull terrier.
- 22. PROHIBITED DANGEROUS ANIMAL** means:
- a. Any animal that is determined to be a prohibited dangerous animal under s. 78-25.
 - b. Any animal that, while off the owner's or caretaker's property, has killed a domestic pet or animal without provocation.
 - c. Any animal that, without provocation, inflicts substantial bodily harm on a person on public or private property.
 - d. Any animal brought from another city, village, town or county that is described under s. 78-5-2-b.
 - e. Any dog that is subject to being destroyed under s. 174.02(3), Wis. Stats.
 - f. Any dog trained, owned or harbored for the purpose of dog fighting.
- 23. ROTTWEILER** means any dog which is one-half or more rottweiler.
- 24. SUBSTANTIAL BODILY HARM** means bodily injury that causes a laceration that requires stitches, any fracture of a bone, a concussion, a loss or fracture of a tooth or any temporary loss of consciousness, sight or hearing.

78-19. Animals at Large; Animal Litter

Nuisance. 1. UNLAWFUL. No owner or caretaker of any animal may permit or suffer the animal to be at large. Any animal found at large shall be deemed to be so with the permission or at the sufferance of its owner or caretaker. Any adult person alone or together with other adults may seek relief from animals at large by a complaint to the commissioner setting forth the specific date and approximate time an animal of a particular owner was observed by them to be at large. The commissioner shall notify the owner or caretaker of the animal, in writing, of the alleged violation and provisions of this section. If the petitioners subsequently observe that the animal is again at large, they may submit a written petition to the city attorney for commencement of prosecution to obtain compliance with this section. Such written petition shall contain:

- a. Name and address of complainant.
 - b. Description of animal and address of owner.
 - c. Dates and times violations were noted.
 - d. Date reported to commissioner.
 - e. Statement that petitioners will be willing to sign complaint and testify in court.
- 2. SETTING AT LARGE.** No person may permit an animal to run at large by opening any door or gate of any premises or loosen any restraining device or otherwise entice any animal to leave any place of confinement.
- 3. ANIMAL LITTER NUISANCE.** No owner or caretaker of any animal may appear with the animal on any street, alley, sidewalk, lawn, field or any public property or upon a property other than their own without a shovel, scoop, bag or other items for the removal of fecal matter. The owner or caretaker of an animal shall immediately after deposit of fecal matter on such premises remove all fecal matter by shovel, scoop, bag or other item and properly wrap and deposit the fecal matter in an approved waste container as specified in s. 79-4 situated upon his or her own premises.
- 4. COMPLAINTS.** Any adult person

alone or together with other adults may seek relief from animal fecal matter deposits as described in sub. 3 by a complaint to the commissioner in the same manner and procedure as set forth in sub. 1.

Parking and Vehicles

101-23.5. Parking on Private Property. No person shall, without the permission of the owner or lessee of any private property, leave or park any motor vehicle thereon, contrary to a posted sign thereon, if there is in plain view on such property a No Parking sign, or a sign indicating limited or restricted parking. Owners or lessees of such property may prohibit parking, may restrict or limit parking and may permit parking by certain persons and prohibit it or limit it as to other persons. All signs installed shall comply with applicable provisions of the code.

80-49. Nuisance Vehicles. 1. PURPOSE. Damaged, partially dismantled or junk motor vehicles upon private premises, except where permitted by a valid occupancy permit, constitute an eyesore and tend to depreciate property values contrary to the public welfare. Whenever such vehicles are junk motor vehicles or are partially dismantled, are unsafely elevated, are parked on unapproved surfaces or are rendered favorable to the harborage of rodents and insects, they may create a health or safety hazard or create a threat to the public welfare and as such constitute a public nuisance.

2. DEFINITIONS. In this section:

- a. "Inoperable" means a motor vehicle that is incapable of being propelled under its own power including, but not limited to, a motor vehicle meeting any of the following criteria:
 - a-1. Is missing an engine.
 - a-2. Is missing a battery.
 - a-3. Is missing a transmission.
 - a-4. Is missing a wheel.
 - a-5. Is elevated on blocks or other objects.
 - a-6. Is missing a tire or has a deflated tire.
 - b. "Junk motor vehicle" means a motor vehicle meeting any 3 of the following criteria:
 - b-1. Has not been moved for 30 consecutive days.
 - b-2. Is partially dismantled.
 - b-3. Is inoperable.
 - b-4. Is parked on a surface that is not an approved surface under s. 252-74-1 and 2.
 - b-5. Is unlicensed or improperly licensed.
 - c. "Partially dismantled" means, but is not limited to, a motor vehicle meeting any of the following criteria:
 - c-1. Is missing a door, fender or hood.
 - c-2. Is missing a windshield or window or has a broken windshield or window.
 - d. "Premises" means all or part of a platted lot, an unplatted lot or parcel of land or a plot of land either occupied or unoccupied by any building or structure, equipment or property of any kind.
 - e. "Premises owner" means any person who alone or jointly with others has legal title to any facility or premises with or without having actual occupancy; or who has charge, care or control of the facility or premises as owner or agent of the owner or as executor, administrator, trustee or guardian of the estate of the owner.
 - f. "Public view" means storing outside of a fully enclosed code compliant building.
 - g. "Vehicle" means a motor vehicle as defined in s. 340.01(35), Wis. Stats.
- 3. CERTAIN VEHICLES PROHIBITED.** Except where permitted by a valid occupancy permit, no premises owner or vehicle owner may allow any of the following in public view on a premise owner's private premises:
- a. A vehicle that is, damaged, in a manner that would adversely affect its operation or partially dismantled.
 - b. A vehicle in a sufficiently deteriorated condition to constitute a public nuisance.
 - c. A vehicle that is unsecured or unsafely elevated on blocks or other objects.
 - d. A vehicle whose condition renders it favorable to the harborage of rodents and insects.
 - e. A vehicle that constitutes an eyesore and tends to depreciate property values contrary to the public welfare so as to constitute a public nuisance.
 - f. A vehicle that is in such condition or parked in such a way to render such vehicle a health and safety hazard.

3.5. JUNK MOTOR VEHICLE AS THREAT TO PUBLIC WELFARE. A junk motor vehicle, as defined in sub. 2-b, constitutes a threat to the public welfare.

4. CONDEMNATION OF VEHICLES. Whenever the commissioner believes or has reasonable grounds to believe any vehicle on private premises is a junk motor vehicle or to be in such condition or parked in such a way so as to render such vehicle a health or safety hazard or a threat to the public welfare, the commissioner may condemn the vehicle in accordance with the following procedures:

- a. Order. The commissioner shall, through personal delivery or the regular mail, serve a written order of condemnation on the owner of the premises at the owner's last known address, if ascertainable.
- b. Format. The order shall:
 - b-1. Include a description of the premises and vehicle.
 - b-2. Include an explanation for the issuance.
 - b-3. Include a statement concerning the time period by which the vehicle must be removed or its condition corrected.
 - b-4. Include a statement of the consequences if the city removes the vehicle.
 - b-5. Include an explanation of the right to petition the commissioner for a hearing within 72 hours and a statement that any vehicle owner or premises owner who does not file a petition for a hearing waives the right to assert that the vehicle did not meet the criteria for a vehicle that is subject to removal under this section.
- c. Notice and Placard. Whenever the commissioner issues such an order:
 - c-1. The commissioner shall through personal delivery or regular mail, serve a notice of condemnation on the last registered owner of the vehicle at the owner's last known address if ascertainable.
 - c-2. The commissioner shall provide notice of condemnation on a placard that bears the word "Condemned" and post a copy of the placard in a conspicuous place on the vehicle. The placard may be posted at any time after the commissioner determines that the vehicle constitutes a nuisance.
- d. Hearing. A request for a hearing before the commissioner of the department issuing the notice must be filed within 72 hours from the time the vehicle has been condemned and be in writing, explaining why the vehicle should not be removed from the premises.
 - d-1. Upon receipt of the request for a hearing, the commissioner shall halt the condemnation of the vehicle, pending the decision of the commissioner.
 - d-2. If the commissioner upholds the condemnation of the vehicle, the premises owner or the vehicle owner may appeal the decision to the administrative review appeals board pursuant to s. 320-11.
- e. Waiver. Whenever a vehicle owner or premises owner does not file a request for a hearing under par. d, he or she waives the right to assert that the vehicle did not meet the criteria for a vehicle that is subject to removal under this section.

5. REMOVAL OF CONDEMNED VEHICLES. Not less than 72 hours after the mailing or service and posting of an order and notice, if no petition for a hearing has been filed and if the vehicle has not been removed or its condition corrected, the commissioner may have the vehicle removed and destroyed at the city's expense. The costs of such action may be collected from the owner of the premises at which the vehicle had been stored, from the owner of the vehicle or may be charged against the premises and assessed as other special charges are, upon notification by the commissioner to the city treasurer.

6. EXCEPTIONS. This section shall not apply to a vehicle in an enclosed building or on the premises of an auto repair business, a service station, a junk yard or other such business, as long as the business is operated according to the law, or a vehicle which is in an appropriate storage place maintained by the city.

7. ENFORCEMENT .

- a. The department shall enforce this section.
- b. In addition to other applicable enforcement procedures and pursuant to s. 66.0113, Wis. Stats., department personnel may issue citations pursuant to the citation procedure in s. 50-25 to any person violating this section.

8. PENALTIES.

- a. Violations. Any person convicted of violating this section shall forfeit not less than \$150 nor more than \$1,000 for each violation together with the costs of such action. Upon failure to pay the forfeiture, the person shall be imprisoned in the county jail or house of correction for not more than 60 days for each offense. Each day of violation shall be a separate offense.
- b. Citations. In addition to other applicable enforcement procedures and pursuant to s. 66.0113, Wis. Stats., department personnel may issue citations pursuant to the citation procedure in s. 50-25 to any person violating this section.

Noise Control

80-60. Definitions. The following definitions shall apply in the interpretation and enforcement of this subchapter:

- 1. AMBIENT NOISE shall mean all the encompassing noise associated with a given environment, being usually a composite of sounds from many sources near and far.
- 2. AMPLITUDE shall mean the absolute value of the maximum displacement from zero value during one period of oscillation.
- 3. CHIEF OF POLICE means the legally designated chief of police or an authorized representative designated by the chief of police.
- 4. DAY shall mean the hours between 7 a.m. and 9 p.m.
- 5. Db shall mean a standard unit of acoustic pressure measurement having a zero reference of 0.0002 microbar.
- 6. DISPLACEMENT shall mean a simple harmonic motion in any plane.
- 7. IMPULSIVE NOISE shall mean a noise of short duration.
- 8. NIGHT shall mean the hours between 9 p.m. and 7 a.m.
- 9. NOISE shall mean unwanted or annoying sound.
- 10. NOISE RATING NUMBER shall mean the criteria established in the noise rating curves of the International Standards Organization as published in ISO/TC 43, Secretariat - 139, August 1961, Table I; noise rating numbers copy attached to common council file number 72-1446.
- 11. NUISANCE means the making, creating, or causing to be made or continued of any boisterous or unreasonably loud noise which causes, constitutes or tends to provoke a disturbance and which is detrimental to the public health, safety, welfare or peace, or noise which exceeds the limitations set forth in s. 80-64 or 80-65.
- 12. PERSON means an owner as that term is defined in s. 200-08-66, an operator as that term is defined in s. 200-08-64 and occupant as that term is defined in s. 200-08-61.
- 13. PREMISES means one or more lots or portions of lots, including any structures, which are contiguous and under common ownership or control.
- 14. PURE TONE shall mean a sound having a single pitch.
- 15. VEHICLE shall mean any passenger vehicle, truck, truck trailer, trailer, semitrailer or similar device intended to convey people and/or commodities, which is propelled or drawn by mechanical power, but shall not include airplanes and toys.

80-61. Enforcement. It shall be the duty of the commissioner to enforce s. 80-60 to 80-73, except that s. 80-65-4 may be jointly enforced by the commissioner and the chief of police.

80-62. Excessive Noise and Vibration

Declared a Nuisance. Excessive noise and vibration, as defined in this subchapter, is deemed and is declared to be a public nuisance and may be subject to summary abatement procedures as described in s. 17-12 of the city charter. Such abatement may be in addition to administrative proceedings, fines and penalties as provided in this subchapter. It shall be the duty of the commissioner, upon complaint of a nuisance, to determine if excessive noise and vibration exist as defined in this subchapter and to take the appropriate action as specified therein. Conditions of excessive noise and/or vibrations which are specifically exempted or for which a variance permit has been issued in conformity with provisions of this subchapter shall be exempt from the application of this subchapter.

80-63. Excessive Noise Prohibited.

1. No person shall produce or cause to be produced noise which exceeds the limitations set forth in s. 80-64 or 80-65. No person shall suffer or permit to be produced upon premises under his or her ownership or control noise which exceeds the limitations set forth in s. 80-64 or 80-65.

2. It shall be unlawful for any person to make, create or cause to be made or continue noise which constitutes a nuisance.

3.a. An owner, operator or owner's registered agent of a premises shall be liable for all of the costs of administration and enforcement of this subsection whenever all of the following occur:

a-1. A person on the premises has been charged with violating the noise limitations set forth in s. 80-64 or 80-65.

a-2. The department has sent by first class mail a written notice of the violation described in subd. 1, addressed to the last known address of the owner, operator or owner's registered agent.

a-3. A person on the premises is found to have been charged with violating the noise limitations set forth in s. 80-64 or 80-65 and that violation occurred not less than 8 business days after mailing of notice under subd. 2. The violation shall be at the same address and in the same unit and involve the same occupancy, but need not involve the same person for whom notice of violation was sent under subd. 2.

b. The chief of police shall provide a record of each charged violation of s. 80-64 or 80-65 and the costs of enforcement to the commissioner. Upon the issuance of a citation, the commissioner may provide written notice under par. a-2 to the owner, operator or owner's registered agent of the premises in which the charged violation occurred.

c. In the event of the occurrence of all the provisions set forth in par. a., the costs of the enforcement of the second and all subsequent charged violations referred to in par. a-3, including administrative costs, may be charged in full or in part against the real estate on which the noise which constituted the nuisance occurred. If those costs are so charged, they are a lien upon such real estate and may be assessed and collected as a special charge. The city shall establish a reasonable charge for the costs of administration and enforcement of this subsection.

d. Appeal of the determination of the commissioner imposing such special charges against the property may be submitted to the administrative review appeals board as provided by s. 320-11.

State Statute 703.10 (5) AMENDMENT. The bylaws may be amended by the affirmative Vote of unit owners having 67% or more of the votes.

State Statute 703.38 Applicability to existing condominiums. (2) Section 703.10 (5) is not applicable to a condominium existing on August 1, 1978 if the existing declaration or bylaws provide otherwise.

State Statute 703.105 Display of the United States flag and political signs. (1) No bylaw or rule may be adopted or provision included in a declaration or deed that prohibits a unit owner from respectfully displaying the United States flag. (1m) No bylaw or rule may be adopted or provision included in a declaration or deed that prohibits a unit owner from displaying in his or her condominium a sign that supports or opposes a candidate for public office or a referendum question. (2) Notwithstanding subs. (1) and (1m), bylaws or rules may be adopted that regulate the size and location of signs, flags and flagpoles.

Legal Opinion Legal opinion of attorney Jonathon B. Levine from a letter dated March 14, 2008: "This means that, as long as enough unit owners attend a meeting in person or by proxy for a quorum to be present, 67% of **those** members must approve a bylaw amendment for it to take effect."