JADE GARDENS OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

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BY-LAWS

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BY LAWS

JADE GARDENS OWNERS ASSOCIATION, INC.

ARTICLE 1

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Jade Gardens Owners Association, Inc., and the Declaration of Condominium of Jade Gardens recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, (hereinafter called the "Declaration"), by Towne Realty, Inc., a Wisconsin corporation, (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the By-Laws of Jade Gardens Owners Association, Inc., (hereinafter sometimes referred to as the "Association"), which is a nonprofit corporation formed and organized to serve as an association of unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, executors, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 **Members.** This corporation shall have one class of members, and the rights and qualifications of the members are as follows:

a. **Unit Owner Members.** Every residential unit owner upon acquiring title to a residential unit, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

b. **One Membership Per Unit.** If title to a unit is held by more than one person, the membership related to that unit shall be

shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. A unit owner shall be entitled to one membership for each unit owned by him/her.

c. **Transfer of Membership.** Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon transfer of title of that unit. Membership in the Association may not be transferred, except in connection with the transfer of title to a unit. Upon transfer of a unit, whether by deed, land contract or other transfer (eg. Warranty Deed, Quit Claim Deed, Land Contract) to the Association as soon as reasonably possible after the document is executed. The transfer and transferee shall also provide the Association in writing with the name, address, and telephone number of the transferee, the new name, address, and telephone number of the transferor and any other information requested by the Association about the transfer.

2.2 **Voting Rights.** Each member shall be entitled to the number of votes as set forth in the Declaration.

2.3 **Voting.** A majority of the total votes present and entitled to vote at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except when a higher percentage is required by these By-Laws, the Declaration or by law.

2.4 **Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of one third (1/3) of votes entitled to vote. Votes may be cast in person or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting or time period, not to exceed 180 days, designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. A proxy holder must be a unit owner or a mortgagee or lessee of the unit owner voting by proxy.

The vote of the owners of a unit owned by more than one person or by some other entity shall be cast by a person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. If any meeting of members cannot be held because a quorum is not present, a majority of the members who are present and entitled to vote either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally notified.

2.5 **Time, Place, Notice and Calling of Members' Meetings.** Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, or personally delivered, not less than ten (10) days nor more than twenty (20) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the Second Monday in January of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the Members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of written request signed by members with one-third (1/3) or more of all votes entitled

2.6 **Minutes from any general membership meeting must be distributed within thirty (30) calender days of said meeting.**

ARTICLE III

BOARD OF DIRECTORS

3.1 **Make-up and Term of Board of Directors.** The condominium property and all of the affairs of the Association shall be managed by a Board of Directors, which shall consist of six (6) members. Each Director shall reside in a unit at Jade Gardens during the term of his/her office. The initial Board (and its successors where applicable) shall be designated and appointed by the Declarant, notwithstanding the provisions of Article 3.3, below. Prior to the conveyance of twenty-five percent (25%) of the common interest element, a meeting of the Association shall be held and the unit owners, other than Declarant, shall elect two (2) directors who shall serve with four (4) directors designated and appointed by Declarant. These six (6) directors shall constitute the interim Board of Directors and shall serve until a Board of Directors is elected pursuant to Article 3.3, below.

At the annual meeting at which the first permanent Board of Directors is elected, members shall elect two (2) directors for a one (1) year term, two (2) directors for a two (2) year term, and two (2) directors for a three (3) year term, and at each annual meeting, thereafter, the members shall elect replacement directors as terms shall expire.

Section 3.1 (continued)

Except as to vacancies provided by the removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

3.2 Powers and Duties of the Board of Directors. All powers and duties of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration and the Articles of Incorporation. Before the Board of Directors engages the services of a manager or management firm, the Board shall be required to obtain the consent of sixty-seven percent (67%) of all votes entitled to be cast, said votes to be cast at a meeting of owners.

3.3 Election and Term of Directors. Not later than 30 days after the conveyance of seventy-five percent (75%) of the common element interest, the Association shall hold a meeting and the unit owners, other than Declarant shall elect six (6) directors, all of whom shall be unit owners. These directors shall serve until the next regular annual meeting of the Association. At the annual meeting of the Association, the members shall elect six (6) directors (first permanent board) to serve until their term expires and until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner provided hereinafter.

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

3.5 Removal of Directors. At any regular or special meeting, duly called, any one or more of the Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

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

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

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

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

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

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

ARTICLE IV

OFFICERS

4.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer to be elected annually by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer or an Assistant Secretary or both, as may, in its judgment, be deemed necessary. Any appointed officer shall serve at the pleasure of the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, an officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

4.2 President. The President shall be elected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. He shall have the power to appoint committees from among the Unit Owners from time to time as he, in his sole discretion, decides to assist in the conduct of the affairs of the Association.

4.3 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint a 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.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's minute book, and shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall also maintain a list of the names and addresses of all unit owners. The Secretary, with the assistance of a unit owner appointed by the President, shall count votes at meetings of the Association.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's Funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account belonging to the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association. The Treasurer shall have the authority to sign and verify a statement of condominium lien arising from any unpaid assessments.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 Annual Operating Charges. The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet common expenses of the Association for the ensuing year. The budget shall be prepared and determined by December 15 of each calendar year and the amounts required by such budget shall be allocated among the members of the Association according to their percentages of ownership in the common areas as set forth in the Declaration. The initial assessment shall be $42.00 per month. Said assessment shall commence on the first day of the first month after the conveyance of 75% of the common element interest to Purchases.

The Board of Directors shall advise all members of the Association in writing the amount of common charges payable by each of them by the date of the annual members' meeting and shall furnish to each member copies of the budget on which such common charges are based.

The budget may provide for two funds, one of which would be designated the "operating fund" and the other the "reserve fund". The operating fund would be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of wages, materials, insurance, services, and supplies. The reserve fund would be used for contingencies and replacement expenses. In the event that the Association incurs extrordinary expeditures not originally included in the annual estimate, then such sums as may be required would first be charged against the reserve fund. In the event that both funds prove inadequate to meet the neccessary common expenses, the Directors may levy further assessment which shall be charged to each owner in proportion to his interest as set forth herein.

The reserve fund may be used to discharge construction liens or other encumbrances levied against the entire property, or any part thereof which may constitute a lien against

the common property rather than against the unit interest of particular owners. The unit owner responsible for any such lien shall be specifically assessed for the full amount thereof.

The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specifically assessed to the unit owner responsible thereof.

All of the proceedings shall constitute common expenses and charges and this assessment shall be paid in monthly installments to the Association on or before the first day of each month. If not paid on or before the tenth or before ten (10) days after the due date, there shall be added a late charge, the amount to be determined by the Board of Directors but not to exceed twenty percent (20%) of the monthly assessment.

In the event of a failure on the part of a unit owner to pay any installment of the assessment within the time herein specified, such shall constitute a default hereunder, and, in the event of such default, all of the unpaid balance of the assessment for the year in which the default occurs shall immediately become due and payable. In addition, the lien arising from any unpaid assessment may be enforced and foreclosed by the Association according to the law. In the event of such action by the Association, it shall be entitled to recover costs and actual attorney fees. Further, the Board of Directors shall take appropriate measures to collect the unpaid assessments as may be allowable by law. The costs of collections, including actual attorney's fees, shall be borne by the defaulting unit owner. No unit owner who is in default in the payment of his common expense assessment shall be entitled to vote at any regular or special meeting of the members of the Association.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 Rules and Regulations. The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as ("commons") shall be occupied and used in accordance with the Declarations, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

a. USE. No residential unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than a private residence of the owner, the owner's family, or the owner's lessees or guests. The use and occupancy of a unit is subject to the following additional restrictions and requirements:

(i) In order to preserve the high standards of maintenance and care and the other benefits arising from owner occupancy of units, including low turnover of occupants, no unit may be occupied by solely non-owner occupants during the one year period immediately following a transfer of ownership of said unit. The Board of Directors shall upon receipt of a written request waive the foregoing prohibition if the Board of Directors determines that the non-owner occupancy is being sought by reason of a sufficiently significant unforseeable event , such as the death of an owner of the unit. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after its receipt by the Board of Directors. The requirements of this subsection (i) shall not apply to unit owners who became owners of their unit prior to July 1, 1995. The requirements of this subsection (i) further shall not apply to any unit owner who acquired ownership pursuant to foreclosure of any mortgage or land contract lien or acceptance of any deed in lieu of foreclosure, provided however, that said unit owner shall, immediately upon becoming a unit owner, list said unit for sale with a licensed real estate brokerage firm.

(ii) With respect to any occupancy of a unit by solely non-owner occupants, the unit owner completely relinquishes to the occupants for the period of their occupancy the privileges which the unit owner would otherwise have a right to exercise with respect to all common areas and limited common areas, including garage and parking areas. With respect to any such occupancy of a unit by solely non-owner occupants, the conduct of non-owner occupants and their guests in accordance

with the Declaration, the Bylaws, and the Rules and Regulations of the Condominium shall be the responsibility of the unit owner; furthermore, the unit owner shall be financially responsible for the payment of any costs and attorney fees incurred by the association in enforcing the provisions of the Declaration, the Bylaws, and the Rules and Regulations of the Condominium against any non-owner occupants and their guests.

(iii) With respect to any occupancy of a unit by any occupants, the unit owner must provide the Association with the following information as it exists at all times during the occupancy:

The names of all persons having a right to occupy the unit.

The license number of all motor vehicles used by the occupants.

The occupant's phone number, if available.

The unit owner's address and phone number.

A copy of any lease affecting the unit.

(iv) With respect to any occupancy of a unit by solely non-owner occupants, the unit owner must pay to and maintain with the Association a rental deposit account in an amount equal to three times the monthly assessment for common charges for said unit as established from time to time under Article VI Section 1 of these Bylaws. Said rental deposit account may be used by the Association to pay the following:

The cost to the Association, including reasonable attorney fees, to enforce any provision of the Declaration, the Bylaws, and the Rules and Regulations of the Condominium against the non-owner occupants and their guests.

The cost of repair of any damages for which the unit owner is responsible under Subsection (ii) above.

Any delinquent charges for annual and special assessments, late fees, and/or costs of collection of same imposed pursuant to the Declaration and Bylaws with respect to such unit.

In the event the rental deposit account, or any portion thereof, is used to pay any of the foregoing, the unit owner shall reimburse to the Association the the amount so paid; said reimbursement shall be made within ten calendar days following the Association's mailing to the unit owner a notice of the amount to be reimbursed. In the event any solely non-owner occupancy of a unit terminates, the rental deposit account balance with respect to said unit shall be refunded to the unit owner within twenty-one calendar days following the Association's receipt of written notification of such termination. The requirements of this subsection (iv) shall not apply to unit owners who became owners of their unit prior to July 1, 1995. The requirements of this subsection further shall not apply to any unit owner who acquired ownership pursuant to foreclosure of any mortgage or land contract lien or acceptance of any deed in lieu of foreclosure, provided however, that said unit owner shall immediately upon becoming a unit owner, list said unit for sale with a licensed real estate brokerage firm.

(v) With respect to any occupancy of a unit by solely non-owner occupants, the unit owner may not lease the unit for a term of less than one year. The Board of Directors shall upon receipt of a written agreement waive the foregoing prohibition if the Board of Directors determines that the non-owner occupancy is being sought by reason of a sufficiently significant unforseeable event, such as the death of an owner of the unit. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after its receipt by the Board of Directors. The requirements of this subsection (v) shall not apply to unit owners who became owners of their unit prior to July 1, 1995. The requirements of this subsection (v) further shall not apply to any unit owner who acquired ownership pursuant to foreclosure of any mortgage or land contract lien or acceptance of any deed in lieu of foreclosure, provided however, that said unit owner shall, immediately upon becoming a unit owner, list said unit for sale with a licensed real estate brokerage firm.

Section 6.1 (continued)

b. **Obstructions.** There shall be no obstructions of the common elements and nothing shall be stored therein without the prior consent of the Association.

c. **Parking.** No parking space assigned to a unit owner shall be used other than as a motor vehicle parking space, limited to one vehicle. No vehicle shall be parked in any parking space so as to obstruct any other parking space, sidewalk, or grass area.

d. **Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the common elements, which will increase the rate of insurance in the common elements, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any unit or any part of the common elements, or which would be in violation of any law or ordinance. No waste will be committed in the common elements.

e. **Signs.** No sign of any kind shall be displayed in public view on or from any unit or the common elements without the prior consent of the Association.

f. Animals. The Association adopted Chapter 78 Animals as a part of these By-Laws. The sections which were voted in are as follows:

78-1Definitions

(4) 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 10 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 if 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.

(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.

(16) Multiple Dwelling means a commercial or residential building consisting of 3 or more dwelling units.

78-1.5 Presumption The occupant of any premises on which a dog cat or any other domesticated bird or animal remains or to which it customarily returns daily for a period of at least 10 days shall be presumed for purposes of enforcement of this chapter to be harboring, sheltering or keeping the animal.

78-2 Keeping of Animals within City

(1) Certain Animals Prohibited. Except as otherwise provided in this chapter, no person shall keep within the city, either temporarily or permanently, any live bees, fowl, cows, cattle, horses, sheep, swine, goats, chickens, ducks, turkeys, geese or any other domesticated

livestock, provided however, that such animals or fowl may be kept at places approved by the commissioner of health for slaughtering, educational purposes, research purposes and for circuses or similar recreational events. No rabbits or guinea pigs shall be kept within any portion of any multiple dwelling.

(2) Bringing or keeping Dangerous Animals in the City. No person may bring into or keep in the city, for sale or otherwise, either for food or for any other purposes whatever any animal dead or alive, bird, insect, reptile or fish which is dangerous or detrimental to health.

(3) Number Permitted - No person may keep, harbor, shelter or possess at any time more than 3 dogs or cats or any combination thereof which are over the age of 5 months unless the person holds a valid animal fancier permit, kennel permit, pet shop permit or grooming establishment permit. The keeping of more that 3 dogs or cats over the age of 5 months per dwelling unit in a multiple dwelling is declared to be a nuisance. No person in a multiple dwelling shall be granted an animal fancier permit.

(4) Animal Removal - The Health Department or the Humane Society may confiscate and remove animals from a premises for violation of subs (1) (2) or (3) or s. 78-14 Animals removed because of such action will be disposed of in a humane manner by the Health Department, Humane Society or their designee. subject to S.78-27.

78-8 Dog and Cat Licenses

(1) Required - Any person owning, keeping, harboring or having custody of any dog or cat over 5 months of age within the city of Milwaukee must obtain a license as provided in this section and in accordance with Ch. 174 Wisconsin Status relating to dogs and Ch. 26 Milwaukee County Code of Ordinances, relating to cats. Any person obtaining a dog or cat that is older than 5 months of age shall have 30 days to apply for an original license, except this requirement will not apply to a nonresident keeping a dog or cat within the city for less than 30 days.

(2) Application - Application for licenses shall be made to the city treasurer and shall include the name and address of the applicant, description of the animal, the appropriate fee, whether the animal is spayed or neutered and a rabies certificate or tag issued by a licensed veterinarian illustrating that the animal for which the license is sought has received current immunization for rabies is contraindicated for the animal. A rabies certificate or tag shall be deemed valid if the termination date of the immunization falls after the date of application for the license. Written proof is required from a licensed veterinarian that the animal being licensed has been spayed or neutered in order to qualify for reduced license fee. This requirement shall not apply to animals licensed prior to February 15, 1984, and which were stated to be spayed or neutered.

(5) Issuance - Upon acceptance of the license application and the fee, the city treasurer shall issue a tag and a license. The tag shall be securely attached by the licensee to a collar or harness and the collar or harness with the tag attached shall be kept on a dog or cat for which the license is issued at all times. This requirement does not apply to a dog or cat securely confined indoors or in a fenced in area.

78-9 Animals at Large -

(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 of health 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 allege violation and provision 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:

Animals at Large continued

(a) Name and address of complainant

(b) Description of animal, address of owner

(c) Dates and times violations were noted

(d) Date reported to commissioner of health

(e) Statement that petitioners will be willing to sign complaint and testify in court.

(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 premise removal all fecaal matter by shovel, scoop, bag or other item and properly wrap and deposit the fecal matter in an approved waste cotainer as specified in s.79-4 situated upon his or her own premises (see also 79-1 (7))

(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 of health in the same manner and procedure as set forth in sub (1).

78-10 Impounding of Animals

(1) Impounding - Every police officer or humane officer finding an animal at large shall seize the animal and impound it in the place designated by the commissioner of health. The commissioner may also cause seizure and impoundment of animals at large.

78-11 Harboring Vicious Animals

(1) No person may harbor or keep a vicious animal within the city. An animal is deemed to be vicious if it

Harboring Vicious Animals continued

has attacked or injured or bitten any person or household pet, or when a propensity to attack or bite any person or other animal exists and is known or ought reasonably to be known to the person harboring such animal.

78-13 Animals; Disturbing the Peace.

(1) Complaints - No person may own, keep, have in his or her possession or harbor any bird or animal which by frequent and habitual howling, yelping, barking or otherwise shall cause serious annoyance or disturbance to persons in the neighborhood. No prosecution may be commenced except upon the request of the commissioner of health following written complaint signed by one or more affected adult persons. No persons may be convicted under the provisions of this section except upon testimony of one or more adult persons.

(2) Citations - Notwithstanding sub (1) enforcement personnel from the police and health departments may utilize a citation to help obtain relief from animal annoyances. In such instances, a notice shall be issued to the owner or caretaker of the animal producing the alleged nuisance specified by the complainant. Following the issuance of such notice and where subsequent complaints are received of an alleged continued nuisance, the designated enforcement agencies may attempt to verify the reported animal nuisance. Where such verification is accomplished, these enforcement personnel may issue or cause to be issued a citation in accordance with other provisions of this chapter on the owner or caretaker of the animal causing the disturbance.

78-14 Cruelty to Animals

(1) Cruelty -

(a) No person may cause, allow or themselves cruelly beat, frighten, overburden or abuse any animal or bird; or use any device or chemical substance by which pain,suffering or death may result, whether the animal belongs to the person or another, except that reasonable force may be used to drive off vicious or trespassing animals.

(2) Food and Water - No person owning or having custody

of any animal or bird may neglect or fail to privide it with necessry nourishing food at least once daily and provide a constant supply of clean water to sustain the animal or bird in good health.

(3) Shelter

(c) Dogs and cats kept outdoors for more than one hour at a time shall be provided with moistureproog and windproof shelter of a size which allows the animal to turn around freely and to easily sit, stand and lie in a normal position and keep the animal clean, dry and comfortable. Whenever the outdoor temperature is below 40 degrees F, clean, dry bedding material in quantity and type approved by a duly appointed humane society officer shall be provided in such shelters for insulation and to retain the body heat of the animal. Automobiles shall not be used as animal shelters.

(4) Leashes - Chains, ropes or leashes shall be placed or attached that they cannot be entangled with another animal or object and shall be of sufficient length in proportion to the size of the animal to allow the animal proper exercise and convenient access to food and water and shelter. A leash shall be located so as not to allow the animal to trespass on public or private property nore in such a manner as to cause harm or danger to persons or other animals.

78-16 Bird Feeding

Feed for birds shall be placed in a covered hopper, gravity type feeder. The platform of the feeders shall be of reasonable size and surrounded by a ledge to deter food from blowing off. The feeder shall be placed on top of a rodent proof pole which extends at least 35 feet above the ground and shall be placed at least 6 feet from the nearest climable object or the feeder may be suspended from a tree if protected by rodent guards. Feed for birds shall not be placed on the ground where it is accessible to rodents.

78-27 Enforcement

(1) By Order - Whenever any violation of this chapter is found the commissioner of health shall issue written order setting forth the character of the violation. This order may be served personally by mailing, with an affidavit of the same to the operator of the establishment or place or to a person responsible for a violation at their last known address or by leaving a copy at their usual place of business with a responsible employee or their usual place of abode in the presence of some competent member of the family at least 14 years of age which employee or family member shall be informed of the contents of the order. The order shall direct the person to correct such practices or conditions within a reasonable period of time to be determined by the commissioner. The order shall also state the potential legal or enforcement consequences of such practices or conditions have not been corrected within that period of time.

g. Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

h. Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Association.

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

.6.2 Maintenance and Repair of Units. Every unit owner must perform properly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

6.3 Common Elements. No objects or structure, other than movable furniture or decorative furniture or decorative pieces shall be placed on common elements, and permanent or movable barbecue pits or grills may be placed thereon only in accordance with applicable state and municipal fire regulations.

6.4 Amendments and Adoption of Additional Rules and Regulations. The Board may from time to time adopt additional rules and regulations governing the operation, maintenance, beautification and use of the common elements, the limited common elements, and the units, not inconsistent with the terms of the Declaration or with the contracts, documents, declarations and easements referenced therein, and the Association's members shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. Upon serving a unit owner with written notice by personal service or by registered U.S. mail of the nature of any violation of these rules and regulations, the Board may levy charges or fines against the unit owner. Such notice of violation shall also establish a date certain for compliance with these rules and regulations and shall provide the unit owner with an opportunity to be heard by the Board on the matter. Any violation of these rules and regulations not corrected by the date established shall subject the unit owner to the levy of summary charges. The Board may levy summary charges against a unit owner for violation of the Declaration, By-Laws, Rules and Regulations, provided that no summary charges may be levied for more than Twenty-Five Dollars ($25.00) for any one violation; but each day a violation continues after date for compliance it shall be considered a separate violation. Collection of summary charges may be enforced against a unit owner as if it were a common expense owed by said unit owner.

6.5 Information to be Provided Association: Each unit owner who does not occupy his unit as his primary residence continuously each year shall provide the Association with the information necessary to enable the Association to contact the unit owner, which information shall include the current mailing address and a current telephone contact.

ARTICLE VII
AMENDMENTS

7.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose by an affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast, provided, however, that so long as Declarant is owner of any unit which has not initially been sold, no such vote shall be effective without the consent of Declarant.

ARTICLE VIII
GENERAL

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

8.2 Seal. There shall be no corporate seal.

8.3 Record of Ownership. Every unit shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto and shall file such document with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

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

8.5 Indemnity of Officers and Directors. Every person who is ~~or was~~ a director or officer of the Association shall ~~(together with the heirs, executors, and administrators of such person)~~ be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) ~~asserted against~~, incurred by ~~or imposed upon~~ him in connection with or resulting from any ~~claim~~, action, ~~suit or proceeding~~, ~~including criminal proceedings~~, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemify in like manner, or with any limitations, any employee

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

All liability, loss, damage, costs, and expenses incurred to suffered by the Association by reason or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

8.6 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act as amended from time to time under the laws of the state of Wisconsin, which control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as the Declaration or said Condominium Ownership Act.

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

8.8 Gender. The use of the masculine gender in these By-Laws shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

The mailing address of the Association is 7857 G. North 60th Street, Milwaukee, WI 53223

End of By-Laws

PROPOSED AMENDMENT TO BYLAWS FOR JADE GARDENS OWNER'S ASSOCIATION, INC.

THE MEMBERSHIP RESOLVES TO AMEND THE BYLAWS by creating section 5.2 Article V ("Operation of the Property") of the Bylaws:

> "The Board of Directors may borrow funds for capital expenditures, provided that such capital expenditures are first presented for review to the membership; the Board may pledge or encumber the assets of the Association (including the income stream derived from assessments) for such borrowing."

BACKGROUND

1. At the January, 2005 annual meeting of the Jade Gardens Owner's Association, Inc., the Board presented to the membership a capital expenditure budget for the purpose of reconstructing the swimming pool and other capital projects such as painting and roofs. The capital expenditure as presented to the membership and approved by Board requires a special assessment to the members of the Association in the amount of $150,000.00.

2. The Board of Directors passed the special assessment in a manner which spreads out the payment obligation of the homeowners over a period of three years. (Specifically, the membership was given the choice of three annual payments at $475.00, or 36 monthly payments at $47.00.)

3. Although the Board wishes to defer the owners' payment of the special assessment as stated above, the obligation of the Association to pay the contractors on the pool project is not deferred. Therefore, in order to pay the contractors in a timely manner while giving the members three years to pay their special assessment, the Board intends to borrow, on behalf of the Association, approximately $150,000.00 and to repay the loan at a rate commensurate with the payment by the members of their deferred special assessment.

4. The primary assets of the Association are assessments and the monthly dues. The bylaw change is intended to authorize the Board to pledge said assets to a lending institution as collateral for the loan. (Note: The Association does *not* own real estate. The unit owners own the real estate, including the common areas such as the clubhouse. The real estate is *not* being pledged because the Association does not own it.)

Amendment Considered
At Meeting, 5/2/05 (Date)

In Favor: 71
Opposed: 2
(see attached minutes)