

BY-LAWS
OF
OAK RIDGE CONDOMINIUM OF HARTLAND, INC.

PREAMBLE

The following are the By-Laws of Oak Ridge Condominium of Hartland, Inc.

All present and future Unit owners, mortgagees, lessees, and occupants of Units and their employees and any other persons who may use the facilities of Oak Ridge Condominium ("Condominium") in any manner are and shall be subject to the Declaration, the Articles of Incorporation, these By-Laws and all Rules and Regulations made pursuant to these By-Laws and any amendment hereof. The acceptance of a deed of conveyance or a mortgage or the entering into a land contract or lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, these By-Laws and any Rules and Regulations, and as they may be amended from time to time, are accepted, ratified, and that they will comply with them.

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

ARTICLE I

Name, Address and Purpose

The name of the corporation is Oak Ridge Condominium of Hartland, Inc. ("Association"), which is a non-stock, non-profit corporation organized and existing under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes. The principal office of the corporation is 134B Cottonwood Avenue, Hartland, Wisconsin 53066. The purpose of the Association is to serve as the Association of Units owners of Oak Ridge Condominium located in the Village of Hartland, Wisconsin, as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and subject to the terms and conditions of the Declaration for Oak Ridge Condominium.

ARTICLE II

Definitions

The terms used in these By-Laws shall have the same meaning as set forth in the Act and as follows, unless the context otherwise requires:

- (a) "Association" means Oak Ridge Condominium of Hartland, Inc., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the

Wisconsin Statutes, its successors and assigns, which is the means through which the condominium Unit owners acting as a group shall administer, manage, operate and control the property.

- (b) "Unit" means a part of a condominium intended for any type of individual, private or independent use, including one or more cubicles of air or one or more rooms or enclosed spaces in the building having outer boundaries as follows:

The vertical boundaries of each Unit shall be the interior surfaces of the perimeter walls of the Unit and the plane of the outside faces of doors and windows bounding a Unit extended in each case to an intersection with the horizontal boundaries. The horizontal boundaries shall be the plane of the under-surface of the basement or lower level floor and the plane of the under-surface of the ceiling. All windows, window frames, doors, including glass and locks in windows and doors shall be a part of the unit. Each two-car garage immediately adjacent and appurtenant to each Unit shall be a part of the unit.

In the event a Unit owner shall, with the approval of the Association's Board of Directors, add to the Unit a structure (such as a porch, fireplace, etc.) which extends beyond the above-mentioned outer boundaries, such structure shall be included within the definition of "unit". The perimeter boundaries and building plans are shown on the Condominium Plat (Exhibit B of the Declaration of Condominium). The floor plans are also attached as Exhibit C to the Declaration of Condominium. A Unit shall include the fixtures and improvements including, but not limited to, heating, and air conditioning units, and water heaters contained in the unit.

- (c) "Unit Owners" means a person, a combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a condominium Unit which is part of the property or who has equitable ownership of a condominium Unit as a land contract vendee, but the definition excludes those having an interest in or lien on a condominium Unit as security for the performance of an obligation.
- (d) "Common Elements" means all of the condominium except its units.
- (e) "Limited Common Elements" means those common elements identified in the Declaration or the Condominium Plat as reserved for the exclusive use of one or more but less than all the Unit owners.
- (f) "Property" means the real estate together with all buildings and improvements described in Exhibit A.
- (g) "Mortgagee" means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.
- (h) "Common Expenses and Common Surpluses" means the expenses and surpluses of the Association.

- (i) "Majority" or "Majority of Unit Owners" means the Unit owners with more than fifty percent (50%) of the votes assigned to the Units in the Declaration.
- (j) "Person" means an individual, corporation, partnership, association, trustee or other legal entity.

ARTICLE III

Members, Voting and Meetings

3.1 Members. The corporation shall have one (1) class of voting membership and the rights and qualifications of the members are as follows:

(a) Class A Members.

- (i) Defined. Class A members shall be all Unit owners and shall have one (1) vote for each unit owned. Each Unit owner upon acquiring title to a Unit under terms of the Declaration shall automatically become a member of the Association and shall remain a member of the Association until such time as the ownership of such Unit ceases for any reason, at which time the membership in the Association shall automatically cease.
- (ii) One Membership Per Unit. One (1) Class A membership (evidenced by a certificate of membership in the Association) and one (1) vote for each unit. If title to a Unit is held by more than one (1) 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; however, such Unit owners shall designate one (1) person to cast the vote appurtenant to such unit. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership Roster.
- (iii) Membership Roster. Every Unit owner shall furnish the Association with the Unit owner's name, Unit number and current mailing address and the name of the person designated to vote for the Unit. In the event a Unit owner changes the mailing address of the Unit owner, the Unit owner shall notify the Association in writing of such change. No Unit owner may vote at meetings of the Association until such information is furnished. The Association shall maintain a current Membership Roster showing the Unit owners of each unit, their mailing addresses and the persons so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having ownership interest in the unit. In the event the Association files a Statement of Condominium Lien on a Unit for failure to pay assessments or other expenses, the Unit owner or owners and their designate shall be prohibited from voting at any

membership meeting unless and until the amount necessary to release that lien has been paid at the time of the membership meeting.

- (iv) Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and current mailing address of the new owner or owners, identification of the Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership Roster effective as of the date of transfer.

- 3.2 Quorum and Proxies for Members' Meetings. A quorum for members' meeting shall consist of a majority of voters entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership Roster. Except as otherwise provided herein, the act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be an act of the members. Proxies shall be valid only for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four hours before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

- 3.3 Time, Place, Notice and Calling of Members' Meetings. Written notices of all meetings stating the time and place within the State of Wisconsin, and the purpose for which the meeting is called shall be given by the President or Secretary of the Association (unless waived in writing by all members) to each member at his address as it appears on the Membership Roster of the Association and shall be mailed or personally delivered not less than ten (10) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors, within the State of Wisconsin. The annual meeting shall be held on the last Monday in September of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. A nominating committee is to be established annually, ninety (90) days prior to the annual meeting. Special meetings of the members shall be held whenever called by the President or any two (2) members of the board of directors and must be called by such officer upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

- 3.4 Method of Conducting Meetings. All membership meetings will be conducted in accordance with the then current edition of Robert's Rules of Order. The President shall preside at all membership meetings and the Secretary shall record the resolutions passed

at such meetings. Two (2) non-board members appointed by the President shall count the votes at membership meetings.

- 3.5 Distribution of Meeting Minutes. Minutes of Association meetings are to be distributed to all Unit owners within fourteen (14) days of the meeting.

ARTICLE IV

Board of Directors

- 4.1 Number and Qualification of Directors. The Board of Directors shall consist of five (5) persons elected by the membership. The initial Board of Directors shall hold office for the term as set forth in paragraph 4.3 below. Thereafter, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 4.3 below. All members of the Board of Directors shall be members of the Association.
- 4.2 Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. The Board of Directors may obtain and pay for the services of any person or entity as a managing agent to manage the affairs of the Association. The Board of Directors may hire such other personnel as it shall determine for the proper operation of the Condominium. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assets of the Association or Condominium; provided, however, that the Board of Directors may not borrow, and may not pledge, mortgage or grant a security interest in the Common Elements or Limited Common Elements without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members. The Board of Directors may acquire and convey property both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than Five Hundred dollars (\$500.00) without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members.

- 4.3 Election and Term of Directors. The members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:
- (a) One (1) Director whose term will expire after one (1) year at the next annual meeting of the Association.
 - (b) Two (2) Directors whose terms will expire after two (2) years at the second annual meeting of the Association after their election.
 - (c) Two (2) Directors whose terms will expire after three (3) years at the third annual meeting of the Association after their election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years and until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner, hereinafter provided, so that the term of one (1) class shall expire in each year.

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

- 4.5 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 of the Board present at the meeting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created.

- 4.6 Meetings and Notice.
- Regular Meetings. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required. There shall be five (5) additional meetings of the Board of Directors each year.
- Special Meetings. Special meetings of the Board of Directors may be called by the President or two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

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

- 4.8 Quorum of Directors – Adjournments. Except as otherwise provided herein, at all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.
- 4.9 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums of any such bonds shall be paid for by the Association.

ARTICLE V

Officers

- 5.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successors shall be elected at the regular meeting of the Board of Directors, or any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President may be held by the same person.
- 5.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all 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, if designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association.
- 5.3 Vice President. The Vice President shall take the place of the President and perform the duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned by the Board of Directors.
- 5.4 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 books, Membership Roster, and records, and shall, in general, perform all duties incident to the office of the Secretary.

- 5.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges, assessments, fines, penalties, and special assessments by the Association.
- 5.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by that person as a director or officer of the Association, if such person: (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of one's 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 the director and/or officer had reasonably good ground 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.
- 5.7 Compensation. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE VI

Operation of the Property

- 6.1 The Association. The Association, acting through the Board Directors, shall be responsible for administration and operation of the Condominium, in accordance with the Declaration, the Articles of Incorporation, these By-Laws and the Rules and Regulations.
- 6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt Rules and Regulations governing the operation, maintenance and use of the Units and Common Elements and Limited Common Elements by the Unit owners and occupants. Such Rules and Regulations of the Association shall not be inconsistent with the terms of the Declaration or the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and Common Elements and Limited Common

Elements by persons entitled thereto. The Association members and their families, lessees, or guests and occupants of the Units 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 and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement as it deems necessary and appropriate including fines, penalties and/or special assessments ("fines"). Any such fines shall be deemed liquidated damages for breach of the Rules and Regulations of the Association which are accepted by Unit owners upon becoming a member of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses. The Rules and Regulations may be altered and amended or repealed in the discretion of the Board of Directors.

- 6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full. All assessments until paid, plus all accrued interest and actual costs of collection, including actual attorney' fees, shall constitute a lien on the Units on which they are assessed.

- 6.4 Operating Budget. The annual operating budget shall provide for two (2) funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment equally against each Unit owner.

The reserve fund may also be used to discharge mechanics liens or other encumbrances levied against the Condominium, or against each unit, if resulting from action by the Association. The Unit owner or owner's responsibility for any lien which is paid by the Association but not the

obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit owner responsible therefor.

The annual budget shall be prepared and determined nineteen (19) days prior to the Annual Meeting of Unit owners each calendar year and sent to each Unit owner fourteen (14) days prior to the Annual Meeting of Unit owners each calendar year for review. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

At the annual membership meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges (except contributions to the reserve fund) may not be revised downward until two (2) years of experience exist.

Operating statements are to be distributed to all Unit owners quarterly within fourteen (14) days of the close of all calendar quarters.

- 6.5 Default. If a member of the Association is in default in the payment of any charges, expenses, assessments, and/or fines, ("assessments") for a period of more than thirty (30) days ("delinquent"), the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to such delinquent member and the member's Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments until paid plus all accrued interest and actual costs of collection and actual attorney's fees incurred in connection with collection shall constitute a lien on the Units on which they are assessed if a Statement of Lien as provided in the Act is filed in the land records of the Clerk of the Circuit Court of Waukesha County, Wisconsin within two (2) years after the assessment becomes due. If a member of the Association is delinquent, the member, the member's family lessees and guests may be prohibited from using the recreational facilities located on the Common Elements until all delinquent assessments have been paid. All matters concerning collection of assessments shall be administered by the Board of Directors. If any member of the Board of Directors is delinquent, the

delinquent member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of delinquent members of the Board of Directors is such that the remaining members do not constitute a quorum for purposes of taking any collection action, the non-delinquent member(s) shall be able to take any action deemed advisable even though such member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any member of the Board of Directors who is delinquent may be removed from office by a vote of a majority of the nondelinquent member(s) of the Board of Directors even though such member(s) constitute less than a quorum.

ARTICLE VII

Repairs and Maintenance

- 7.1 Individual Units. Each Unit owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating and air-conditioner units (including any portions located in a Limited Common Element) in good order, condition and repair and in a clean sanitary condition, and shall be responsible for such maintenance and repair.
- 7.2 Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain, repair, and keep them in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit owner, members of his family or his lessee, in which case such expense shall be charged to such Unit owner and his unit), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements and Limited Common Elements:
- (a) All painting, repairing, restoration, maintenance, and decorating of building exteriors and roofs, including garages and decks; excluding glass replacement in unit;
 - (b) General repair, maintenance, repair or replacement of exterior fixtures including mailboxes.
 - (c) All grass cutting, edging and trimming.
 - (d) Tending and cultivating bush beds and limited pruning of bushes and shrubbery.
 - (e) Replacement of landscaping and shrubberies.
 - (f) Tree pruning, cutting and replacement.
 - (g) Fertilizing and weed control as required.
 - (h) Raking and disposal of leaves and leaf removal from building gutters.
 - (i) Repair, replacement or restoration of sidewalks, fences, driveways, retaining walls, recreation area.

- (j) Repair and maintenance of exterior lights and associated equipment.
- (k) Snow removal and sanding walks, parking areas and roadways.

- 7.3 Individual Units and Limited Common Elements. Except as otherwise provided herein, each Unit owner at the owner's sole expense, shall be responsible for keeping the interior of the Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for any repair, maintenance, decorating, painting and varnishing which may from time to time be necessary to maintain the good appearance and condition of the interior of the unit. The Unit owner may decorate, paint and/or varnish the deck appurtenant to the Unit if the Unit owner so desires with the prior written consent of the Board of Directors of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any interior electric wiring and conduit, fixtures, plumbing, water heaters, doors, and windows (including replacement of broken glass), steps, stairways, carpeting, lighting fixtures, refrigerators, ranges heating and air conditioning equipment (whether located in a Unit or in a Limited Common Element appurtenant thereto), dishwashers, disposals, laundry equipment such as washers and dryers, doorbells, garage door openers, storage areas, or other equipment which may be in, or connect with the Unit or the Limited Common Element appurtenant to the Unit.
- 7.4 Disputes. In the event of any dispute between two or more Unit owners including, but not limited to, use or maintenance of a Common Element or Limited Common Element, such dispute shall be submitted to the Board of Directors of the Association and the determination of a majority of the Board shall be final and binding upon such owners.
- 7.5 Association Services. The Association may provide any service or maintenance requested by a Unit owner or owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit owner or owners therefor.

ARTICLE VIII

Duties and Obligations of Unit Owners

- 8.1 Rules and Regulations. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, including the following:

- (a) Use. No Unit owner shall occupy or use the Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, the owner's guests or the owner's lessees.
- (b) Obstructions. There shall be no obstruction of the Common Elements.
- (c) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements or Limited Common Elements without the prior consent of the Association.
- (d) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except that the occupant of each Unit may keep one dog or one cat provided such dog or cat does not exceed sixty (60 lbs.) pounds in weight and other small household pets such as fish, canaries or parakeets, provided that they are not kept, bred or maintained for any commercial purposes. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash and accompanied by owner at all times while outdoors. Owner shall pick up and dispose of any excrement from pet. The Association may issue a permit for keeping of a pet. Such permit shall allow the keeping of only one pet in accordance with rules and regulations which may be established by the Board of Directors. Pets which are born to the permitted pet will not be considered a permitted pet. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs.
- (e) Noxious Activity. No noxious or offensive activity shall be carried on in any Units or in the Common Elements or the Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.
- (f) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except upon the prior written consent of the Association.
- (g) Conflict. The above Rules and Regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and in the event of a conflict, the Declaration shall govern.

8.2 Maintenance and Repair of Units. Every Unit owner must perform properly or cause to be performed all maintenance and repair work within the Unit owner's

Unit which if omitted would affect the Condominium in its entirety or in a portion belonging to other owners. Such owner shall be personally liable to the Association or to other Unit owners, as the case may be, for any damages caused by his failure to do so.

- 8.3 Limited Common Elements. Every Unit owner must maintain the Limited Common Elements appurtenant to the Unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Unit owner shall have the right to decorate the Limited Common Elements appurtenant to the Unit in a nonstructural manner provided that decorations which are visible to other Units or to public shall have prior written approval of the Board of Directors of the Association.

- 8.4 Conservancy. Removal of Invasive Species (as defined by the DNR) in the wooded lands on and adjacent to Oak Ridge is allowed. Once removed, individuals responsible for removal must restore to natural setting by planting recommended tree, plant, or shrub species. These recommendations are to be given by the proper authority at the administrative offices of the Village of Hartland. It is further recommended that any individual desiring to do work in the Conservancy contact the Village prior to commencement to get specific approval for each project. The Village of Hartland is comfortable with individuals or the Association removing Buckthorn, Honeysuckle or invasive species and refuse in adjacent Conservancy areas at their own expense and liability. Native trees such as Oak, Cedar, Hickory, Aspen CANNOT be removed unless signs of disease or death are apparent or damaged by natural causes. Trees can be trimmed to augment stable growth and removal of dead limbs is permitted. NO damage to wetlands is permitted.

Any work done in wooded areas immediately behind units is the individual Unit owner's responsibility. The maintenance of all shrubs, plants and trees planted by the individual owner is the Unit owner's responsibility, and not that of the grounds crew employed by the Association. All new planting area must be mulched and no barriers between grass and mulched areas are to be used. Any new planting areas not properly maintained will be done by the landscaping company and billed to the individual Unit owner.

ARTICLE IX

General

- 9.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January, and end on the 31st day of December in each year.

- 9.2 Seal. The Board of Directors shall not be required to have a corporate seal.

ARTICLE X

Amendments

- 10.1 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 by members of the Association.

ARTICLE XI

Miscellaneous

- 11.1 Record of Ownership. Every Unit owner shall promptly cause to be duly recorded on files of record, the deed, lease, assignment or other conveyance to the Unit owner of such Unit or other evidence of the title thereto and shall file such lease with, and present such other evidence of the owner's title to the Board of Directors, and the Secretary shall maintain all such information in the Membership Roster of the Association.
- 11.2 Mortgages. Any Unit owner who mortgages the Unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership Roster 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.
- 11.3 Indemnity of Officers and Directors. Every person who is or was a director or an officer of the Association (together with the heirs and personal representatives of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon the Unit owner in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which the Unit owner is made or threatened to be made a party by reason of the Unit owner being or having been such director or officer, except as to matters as to which the Unit owner shall be finally adjudged in such action, suit or proceeding to be liable due to 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 negligence or willful misconduct in the performance of the person's duty as such director

or officer in relation to the matter involved. The Association by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights of which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article XI shall be deemed to obligate the Association to indemnify any member or Unit owner 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 the member or Unit owner under and by virtue of the Declaration, the Act, the Articles and By-Laws of the Association, as a member of the Association or Unit owner covered thereby.

- 11.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, which shall control in case of any conflict.
- 11.5 Interpretation. In case of any provision of these By-Laws 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.

END OF BY-LAWS