

BY-LAWS

OF

GREEN ACRES CONDOMINIUM
OWNER'S ASSOCIATION, U.A.

A Non-profit unincorporated Association

Without Capitol Stock and Not For Profit

ARTICLE I.

Section 1. Ownership. The Green Acres Condominium is located in the City of Sheboygan Falls, Sheboygan County, Wisconsin, is submitted to the provisions of Chapter 703, Wisconsin Statutes, of the Condominium Ownership Act of Wisconsin.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Green Acres Condominium.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these By-Laws and to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for the Project known as Green Acres Condominium hereinafter referred to as the "Declaration", as recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

ARTICLE II.

Section 1. Voting. Voting shall be on a percentage basis on the percentage of the vote to which the owner is entitled is the percentage assigned to the unit in the Declaration.

Section 2. Majority of Owners. As used in these By-Laws, or any rules adapted thereunder, the term "majority of owners" shall mean those owners holding fifty percent (50%) of the vote plus one in accordance with the percentages in the Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in the preceding paragraph of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy as set forth in the Declaration.

ARTICLE III.

Section 1. Association Responsibilities. The owners of the units will constitute the Green Acres Condominium Owner's Association, U.A., hereinafter referred to as the "Association" which Association will have the responsibility of administering Green Acres Condominium, approving the annual budget, establishing and collecting monthly assessments, and arranging for the maintenance of Green Acres Condominium. Except as otherwise

provided in the Declaration and in these By-Laws, decisions and resolutions of the Association shall require approval by a majority as set forth hereinabove in Article II and in the Declaration.

Section 2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors. Meetings may be held in person or via electronic communications, including without limitation email or telephone, in the discretion of the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on the date of execution of these By-Laws. Thereafter, annual meetings shall be held on the first Monday of August of each succeeding year. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President or any member of the Board of Directors to call a special meeting of the owners or such a special meeting may be called upon a petition signed by a majority of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record, at least ten (10) but not more than twenty (20) days prior to such meeting. Meetings may be held with less notice than specified herein upon the waiver of notice by all members of the Association.

Section 6. 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 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all the Association meetings shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notices.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committee(s).
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The Associations' affairs shall be governed by a Board of Directors of three (3) persons, all of whom must be owners of a unit in Green Acres Condominium, except that the initial Board of Directors shall be comprised of three (3) persons designated by the Declarant's Agent, Toby Watson.

Section 2. Initial Board of Directors. The initial Board of Directors shall serve for a period of ten (10) years or until thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers, whichever period is shorter. The period of Declarant control begins on the date that the first unit is conveyed by the Declarant to any person other than the Declarant. Prior to the conveyance of twenty-five (25%) percent of the common element interest to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third (33 1/3%) percent of the Board of Directors (one (1) director). No later than forty-five (45) days after the expiration of Declarant control the Association shall hold a meeting and all unit owners shall elect the Board of Directors of at least three (3) Directors. The Directors shall take office upon election. If the Declarant retains ownership of any of the units herein upon completion of all other units, such retention of ownership shall be considered to be a conveyance.

Section 3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and such further powers and duties as are set forth in the Declaration and such powers that may be directed to be exercised and done by the owners.

Section 4. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association or by the Declarations, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and common elements and facilities.
- (b) Collection of assessments from the unit owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common elements and facilities.
- (d) Collection of special assessments from the owners which are not a part of the regular assessments.
- (e) File with the Department of Financial Institutions, at times necessary, designation of the registered agent of the Association and to complete any and all other necessary documents and notices as required by Wisconsin Law.
- (f) Maintain the roster of unit owners with their addresses and also a roster of mortgages of Condominium property as may be required under the Declarations, these By-Laws, or the Wisconsin Condominium Ownership Act.
- (g) Designate areas within the common elements of the Condominium, if any, for recreational and/or utility use by the unit owners.
- (h) Administer the rules and regulations set forth in these By-Laws, and other rules and regulations adopted pursuant to these By-Laws and the Declaration of Condominium.
- (i) Obtain quotations for and purchase property and casualty insurance insuring the common elements of the Condominium as set forth in the Declaration.

- (j) Enter into contract(s) providing services on the Condominium premises.
- (k) Prepare and distribute to each unit owner an annual budget prior to the annual meeting of the Association.
- (l) Designation and dismissal of building manager responsible for maintenance and operation of the condominium common elements and facilities if, and only if, the Board of Directors it is in the best interest of the Association to appoint a building manager.

Section 5. Election and Term of Office. The term of office of the designated Directors as set forth in Section 1 above shall be three (3) years. The term of office of the Director elected after twenty-five (25%) percent of the Condominium common element is transferred shall be as set forth in Section 2 above. The Director shall hold office until their successors have been elected and hold their first annual meeting, or until such time as they are replaced pursuant to these By-Laws or resign.

Section 6. Vacancies. Vacancies in the Board of Directors caused for any reason shall be filled by a vote of the majority of the owners at a special meeting of the Association, and such Director shall serve the same term as the Director replaced, except that replacement of one of the original Board of Directors designated by the Declarant and/or Declarant's Agent as provided herein, shall be by designation of the Declarant, or, the Declarant's Agent of a new Director to fill such vacancy.

Section 7. 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 the vacancy thus created except that the original Board of Directors shall not be removed except by the Declarant. Any Directors whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organizational Meeting. The first meeting of the 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, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, unless such notice of waiver is signed by all of the Directors.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president in the same manner as regular meetings of the Board of Directors may be called. Further, special meetings may be called in the same manner by a majority of the Board of Directors.

Section 11. Waiver of Notice. Before or at 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 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 the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's 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 quorum 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, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association and assessed to the owners.

ARTICLE V.

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and/or an Assistant Secretary as in their judgment may be necessary.

Section 2. 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.

Section 3. Removal of Officers. On an affirmative vote of a majority of the members of the Board of Directors, any officers may be removed, either with or without cause, or his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President 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 of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

Section 5. 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 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 on him by the Board of Directors.

Section 6. Secretary-Treasurer.

- (a) The Secretary-Treasurer shall keep the minutes.
- (b) The Secretary-Treasurer shall have the 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 shall be responsible for the deposit of all moneys 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.

ARTICLE VI.

CONDOMINIUM MANAGER.

Section 1. The Condominium Manager, if appointed, shall have those duties set forth in Article IV, Section 4 (l) set forth hereinabove and such other duties and responsibilities as may be determined and assigned to that Manager by the Board of Directors. The Condominium Manager may be an Officer and/or Director of the Association.

Section 2. Performance of Duties. The Condominium Manager will use his or her personal vehicle, phone and e-mail to complete his or her duties. This Manager will provide the condominium with twenty-four (24) hour e-mail and phone (with voice mail) service for purposes of dealing with any property issue, emergency, repairs and maintenance and non-emergencies, repair and maintenance of the common elements and facilities of the condominium.

Section 3. Compensation. The Condominium Manager, if also a condominium unit owner, shall be paid a stipend as determined by the Board of Directors. This stipend shall be paid monthly to the Condominium Manager as well as reimbursing the Condominium Manager for any out of pocket expenses incurred in the performance of his or her duties.

Section 4. Any condominium unit owner acting as Condominium Manager shall do so as an independent contractor and not as an employee of the Association.

Section 5. Non-owner Manager. If no condominium unit owner is available to act as Condominium Manager, the Board of Directors is authorized to hire a person or company to perform the Condominium Manager duties under terms and conditions to be contained in a contract between the Association and such Condominium Manager.

ARTICLE VII.

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay assessments imposed by the Association to meet all common expenses, which shall include among other expenses, the cost of liability and property insurance as set forth in the Declaration. The assessments shall be made pro rata pursuant to the Declarations. Such assessments may include a general operating reserve and a reserve fund for projected expenses. Such assessments may also include special assessments as allowed by the Declaration and the Board of Directors shall direct the Treasurer of the Association to adapt any procedures not inconsistent with these By-Laws or the Declaration to facilitate the collection of the annual assessments as provided therein.

Section 2. Maintenance and Repair.

- (a) Each unit owner shall promptly perform all maintenance and repairs to his unit or the unit's limited common elements, which, if omitted, would effect the Condominium in its entirety, or in part. The unit owner not performing such maintenance and repair work which effects the project in its entirety or in part, shall be responsible for the damages that such failure to repair causes to the Condominium property and/or its unit owners.
- (b) All repairs and maintenance of the internal installations of a unit such as water, light, gas, electric, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the unit owner's expense.
- (c) A unit owner is responsible for all maintenance, repair and replacement of all limited common elements exclusively assigned for the use and benefit of the Unit Owner except that the unit owner shall not be responsible for structural repair or replacement of the deck appurtenant to the unit and considered a limited common element thereof unless said structural repair or replacement arises from the fault of the unit owner as set forth in the Declaration.
- (d) A unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements and facility damages through the fault of the unit owner as set forth in the Declaration.

Section 3. Use of Units.

- (a) All residential units shall be utilized for residential purposes only whether occupied by the units owner(s) or by a tenant, provided, however, that the Declarant may use units as models during the time of Declarant control.
- (b) An individual unit owner shall not make structural modifications or alterations to his unit or the limited common elements, without following the notification procedure set forth in the Declaration and receiving the specific approval of the Association for such modifications or alterations.
- (c) No commercial business enterprise shall be conducted on the premises other than incidental cottage-type businesses that require no storage of inventory, finished goods, customer shopping area, signs or other similar characteristics.

Section 4. Use of Common Elements and Limited Common Elements.

- (a) A unit owner shall not cause any items to be placed in the common elements of the Condominium property except as may be necessary for normal transit though the common elements, and as set forth in these By-Laws and the Declaration.
- (b) No buses, recreational vehicles, trailers, campers, unlicensed or unrepairable automobiles, machinery, snowmobiles, debris, junk or other similar material or items shall be stored, kept or maintained within the common elements of the Condominium.

- (c) Unit owners shall respect the rights of the other unit owners to privacy and freedom from undue noise.

Section 5. Right of Entry. A unit owner shall permit representatives of the Association and other parties designated by the Association entry into the unit for purposes of maintaining the mechanical or electrical services, or performing any other act as authorized by these By-Laws or the Declaration of the Association.

Section 6. Rental of Units. Unit owners may lease the unit or units which they own under such terms as otherwise comply with these By-Laws and the Declaration. Any lease or rental period longer than one (1) month requires a rental agreement in substantially the same form as attached to the Condominium documents. Unit owners shall comply with all applicable laws regarding room tax for the rental of the units.

Section 7. Rules of Conduct. The Association may adopt such rules of conduct as may be necessary for the purposes of maintaining the property of Green Acres Condominium, and for the convenience of the owners of Green Acres Condominium, including but not limited to the rules relating to the limited common elements of such Condominium.

Section 8. Pets. Each unit owner may keep pets within his unit and upon his limited common elements, provided the pet does not create a nuisance to the Association or to the other unit owners and further provided that it complies with all applicable laws and ordinances. No pet may otherwise disrupt any other unit owner and if such pet causes the other unit owners to complain to the Association, the Association may fine the pet owner an amount of \$50.00 per noise or nuisance complaint. Such fine shall be deemed an "additional condo association fee", and as such any failure to pay such fine shall be enforceable under Article V of the Condominium Association.

Section 9. Parking. The Association shall adopt a policy regarding the rental of common element parking spaces and garage spaces to individual unit owners including the allocation of available parking spaces amongst unit owners, the fees to be assessed to individual unit owners for said reserved parking spaces and the penalties to be assessed against unit owners who park in spaces that are reserved for another unit owner.

Section 10. Grills. The Association may create rules governing the types and locations of grills that are permitted on the limited common elements of the unit owners. In promulgating such rules, the Association shall consider the risk of fire, the disturbance of smoke traveling from one unit or limited common element to another unit or limited common element and such other factors as the Association may deem appropriate. Even if a particular grill is permitted by the rules, the unit owner shall remain responsible and liable for the safe use of said grill.

ARTICLE VIII.

AMENDMENT TO BY-LAWS

Section 1. By-Laws. No amendment to these By-Laws shall take effect unless approved upon the affirmative vote of two-thirds (2/3) of the unit owners entitled to vote as defined herein and in the Declaration of Condominium.

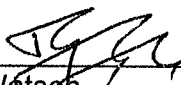
ARTICLE IX.

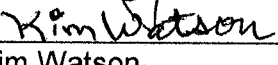
COMPLIANCE

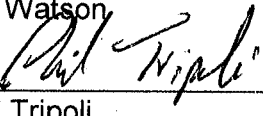
These By-Laws are set forth to comply with the requirements of Wisconsin Law and the Wisconsin Condominium Ownership Act. In the event any of these By-Laws conflict with the provisions of that statute, it is hereby agreed and accepted that the provisions of the statute or other applicable law will apply.

Dated this 1st day of October, 2021.

GREEN ACRES CONDOMINIUM
OWNER'S ASSOCIATION, U.A.

By: 
Toby Watson

By: 
Kim Watson

By: 
Phil Tripoli