January 15, 2022

VILLAGE ESTATES CONDOMINIUM ASSOCIATION, INC.
HOUSE RULES AND REGULATIONS

A. General Use and Occupancy

1. Each unit shall be occupied and used only as a residence by the owners or their tenants, families, servants and guests and for no other purpose.

2. The Common Areas and Facilities shall be used only for the intended purpose as described in the Declaration and By-Laws. The Common Areas and Facilities shall not be obstructed, littered, defaced or misused in any manner and shall be kept free from rubbish, debris and other unsightly materials.

3. No Unit Owner or occupant shall, except in specifically designated storage areas, place, store or maintain objects of any kind in the common areas, such as hallways, lobbies, stairways, walkways or grounds. Storage of personal items is allowed only in designated storage areas.

4. Each Unit Owner or occupant shall keep the unit in a clean and sanitary condition at all times.

5. Each Unit Owner or occupant shall observe all laws, ordinances, rules and regulations of the State of Wisconsin, Ozaukee County and/or by the Village of Thiensville and those adopted by the Association.

6. The use of the unit and the undivided interest in the Common Areas and Facilities appurtenant to such unit shall be governed by the Association's Declaration and By-Laws.

7. Unit Owners shall not use or permit any use of their premises in a manner which would be a nuisance to owners of other units, or in such way as to be injurious to the reputation of the Association.

8. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the Common Areas and Facilities.

9. In accordance with Article XVII Section A of the Declaration, a unit owner may not change the exterior appearance of a unit or any portion of the common elements, including limited common elements without the written permission of the Board of Directors.

10. No Unit Owner or occupant may alter, change or remove any furniture, furnishings or equipment from the Common Areas.

11. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the Common Areas rendered necessary by their actions or any member of their family or their guests, employees, agents or lessees.

12. Resident Parking. All residents are required to park day or night in his or her assigned parking spaces within his or her respective building garages. If necessary, residents may park in the surface parking area for no more than two (2) hours at a time. Complaints by residents of persistent parking violations may result in a fine of $25 per day, expected to be paid along with the owner's next condo fee payment.

Guest Parking. Guests of owners are allowed to park one (1) car up to no more than three (3) consecutive nights without having to notify a member of the Board of Directors. Additional cars parking overnight in the same area will incur a charge of $10 per night charged to the owner of the condo whose guest is visiting. That charge will be expected to be paid along with the owner's next condo fee payment.

(a) Overnight surface parking when snow has to be removed is strictly forbidden and is subject to a $25 fine for the first offense and $50 fine for each time thereafter.

(b) As of December 1, 2013, vehicles can be no longer than 18 feet and extend no more than 2-1/2 feet beyond the cement pillars in the parking garages. Any existing over-sized vehicles that do not meet the new requirements and presently park in the garages will be grandfathered in.

13. It is permissible for a Unit Owner to rent out their garage parking spaces to another unit owner within the complex. Also, a vehicle not belonging to a unit owner may be stored in a garage parking space.

14. For any present or future owner or resident of Village Estates, electric cars will be permitted and the costs of installing a charging station and the electricity used by the resident/owner will be his or her complete responsibility.

15. Each unit shall be occupied full time by not more than four (4) individuals. Units exceeding the above mentioned limit will have one (1) year to comply.

16. Smoking is prohibited in all lobbies, hallways, elevators and garages.

17. Residents are required to maintain a noise level that is reasonable and consistent with our Association rules. Therefore, we are implementing the following: washers, dryers, whirlpools, vacuums and electric floor sweepers should not be run between the hours of 10:30 p.m. and 7:00 a.m. Any other noises affecting your neighbor's comfort should be kept to a minimum.

B. Sale, Lease or Other Transfer

1. Prior to occupancy, each Unit Owner shall have his or her tenant (or other person(s) occupying the unit in the owner's absence but with the owner's permission) acknowledge that they have read and agreed to abide by the Association rules. A copy of these rules shall be given to such tenant or occupant by Unit Owner.

2. No "for sale" or "for rent" signs or other window displays or advertising shall be permitted on any part of the property or in any unit.

3. No more than five (5) units may be occupied by non-unit owners.

4. No unit owner shall own more than one unit.

C. Architectural Control

1. No exterior structural changes or alterations shall be made to any unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said unit.

2. No Unit Owner or occupant shall make any additions or alterations to any Common Areas or Facilities, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with such plans and specifications approved by the Board of Directors.

D. Financial Responsibility

1. Each Unit Owner is responsible for prompt payment of maintenance fees, assessments, fines or other charges authorized by the Village Estates Association. Such fees must be paid by the **first** of each month.

2. In accordance with the By-Laws, any payment received after the 5th of the month is considered delinquent and a late fee will be assessed at $15.00. Those accounts delinquent fifteen (15) days or more shall be referred to the Board of Directors for appropriate action.

E. Security and Safety

1. All building doors shall be kept closed and locked for security purposes.

2. Residents and visitors will respect the one-way **SOUTH (EXIT ONLY)** driveway on the west border of the property.

F. Pets

1. No livestock or poultry of any kind shall be raised, bred or kept in any unit. Each unit is limited to two (2) household pets, which includes dogs (limited to thirty (30) pounds each) or cats.

2. No pet shall be allowed in the Common Areas unless on a leash and in the control of a person.

3. Pet owners are responsible for the immediate disposal of their pet's waste without exception.

4. Owners are responsible for the behavior and insurability of their pets.

5. Pets shall be housed within the pet owner's unit.

6. All pet owners are encouraged to have their pets licensed by the Village of Thiensville.

Failure to comply with any of these Rules and Regulations may result in a fine or loss of Association voting privileges.

VILLAGE ESTATES CONDOMINIUM HOMES

BY-LAWS

OF

VILLAGE ESTATES CONDOMINIUM ASSOCIATION, INC.

AMENDEMENT TO BY-LAWS
VILLAGE ESTATES CONDOMINIUM ASSOCIATION, INC.

The By-Laws of Village Estates Condominium Association, Inc. pursuant to a vote of more than 66 2/3% of the unit owners of Village Estates Condominium Association, Inc., at two specially called meetings on October 21, 2004, and January 3, 2005, did vote to amend the By-Laws as set forth.

CERTIFICATION

We, the undersigned, the President, and Secretary of the Village Estates Condominium Association, Inc., do hereby certify that:

We are duly elected Vice President, acting as President, and Secretary of the Village Estates Condominium Association, Inc., a Wisconsin non-profit corporation;

And the hereinafter Amendment of the By-Laws of the Village Estates Condominium Association, Inc. was duly adopted by the Village Estates Condominium Association by a vote of the Condominium owners owning in the aggregate of 66 2/3% of the units.

IN WITNESS WHEREOF WE HAVE HEREUNTO SUBSCRIBED OUR NAMES THIS 11 DAY OF JANUARY, 2005.

Susan Hoppe, President

Katey Vaughan

Katey Vaughan, Secretary

Complied with the help of:
Attorney Martin Greenberg
Members of the Declaration and By-Law Committee of 2004
(Don Albright, Larry Kasper, Patrick Sommerfield)

Typed by: Colette Albright

Proof Read by: Barbara Kasper, Susan Hoppe, Marcia Stephens

Subscribed and sworn to before me this
11-12 day of January, 2005

Notary Public, State of Wisconsin
My commission is/expires 5-16-2008

VILLAGE ESTATES CONDOMINIUM ASSOCIATION, INC.

AMENDED BY-LAWS- OCTOBER 21, 2004, AND JANUARY 3, 2005

ARTICLE 1

IDENTITY

Section 1 - Association

These are the By-Laws of Village Estates Condominium Association, Inc. (hereafter the "Association"), a corporation not for profit under the laws of the State of Wisconsin. The Articles of Incorporation were filed in the Office of the Secretary of State on June 12, 1995.

Section 2 - Mailing Address

The mailing address of the Association shall be P.O. Box 91 Thiensville WI 53092.

ARTICLE II

MEMBERS

Section 1 - Members of the Association

The Members of the Association are the individual Unit Owners of the property known as "Village Estates Condominium Homes" (hereafter the "Condominium") located at 399, 401, 403 405 and 409 North Main Street, Thiensville, Wisconsin, and, as defined in the Declaration of Condominium for the Condominium (hereafter the "Declaration"). The Declaration was recorded in the Office of the Register of Deeds, Ozaukee County, Wisconsin on August 22, 1995.

Section 2 - Termination of Membership

A Unit Owners membership in the Association ends when that individual is no longer a Unit Owner. If the Owner sells, transfers, or in any way disposes of his or her ownership interest in the Condominium, that individuals membership in the Association will be automatically transferred to the New Owner of the Unit.

Section 3 - Annual Meeting

The annual meeting of Members shall be held on the Third Saturday of January of each year at 10:00 A.M. or at such other date and time as shall be stated in the notice of the meeting. At the annual meeting, the Members shall elect a Board of Directors by secret ballot or issue-specific proxy.

Section 4 - Special Meetings

Special meetings of the Members maybe held whenever called by the President, by a majority of the Board of Directors, or by the Members entitled to cast one-third (1/3) of the votes of the entire Membership.

Section 5 - Meetings on Waiver or by Consent

Whenever notice is generally required, a written waiver by any Member not receiving notice, whether signed before or after the time of the meeting, shall be deemed equivalent to the giving of such notice.

When all the Members of the Association are present at any meeting, however notified or called, and shall sign a written consent to the holding of such meeting on the records thereof, they may transact any business at such meeting which is specified in the notice or consent and which could lawfully be transacted at any meeting of the Members of this Association regularly called and notified.

Action may also be taken without a meeting, as provided in Section 181.72 of the Wisconsin Statutes, by unanimous consent.

Section 6 - Place of Meetings

All meetings of the Members shall be held at Village Estates Condominium Homes or at such other place within a 10 mile radius of the Condominium, as is stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 7 - Notice of Members' Meetings

Unless otherwise provided, written notice setting the place, date and time of a meeting held at a time and place other than as stated in this Article, and in case of a special meeting the purpose for which the meeting is being called, shall be deliver to each Member of record entitled to vote at such meeting not less that ten (10) nor more than thirty (30) days before the date of the meeting either personally or by mail at the direction of the President or the persons calling the meeting. When mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his or her address as it appears on the books or similar records of this Association, with postage thereon prepaid.

No unintentional irregularity or failure in the giving of a notice of any annual meeting shall affect the validity of such annual meeting or any of the proceedings that may be taken at such meeting.

Section 8 - Quorum

At any meeting of Association Members, a quorum consists of the majority (51%) of the members present who are entitled to vote.

Section 9 - Voting

(a) Number of Votes - This total number of votes of all Unit Owners is 44. This is divided among Unit Owners on the basis of one vote per living unit.

(b) Co-owners and Trustees - If a Unit is owned by more than one person, the voting rights attached to that Unit will not be divided. A trustee may exercise all voting rights attached to Units owned by the trustee.

(c) Percentage Vote Requirement - The following matters require approval of not less than 75% of the votes of Members.

- (i) Purchases or Sale on Behalf of All - The purchase or sale of land or Units on behalf of all Unit Owners.
- (ii) Sale or Pledge of the Property - The sale, lease, mortgage, exchange, or other disposition of all or substantially all of the property or assets of the Association.

(d) Liens - If the Association has recorded a Statement of Condominium Lien on a Unit Owner's Unit and the amount necessary to release the lien has not been paid prior to the time of an Association annual or special meeting, the Unit Owner will be prohibited from voting at such meeting.

(e) Current Information - Each Unit Owner must furnish the Association with his or her Name, current mailing address, and telephone number. No Unit Owner may vote at Association meetings until he or she has furnished such information.

(f) Voting of Members - All voting as required or allowed by the Declaration, Articles of Incorporation, By-Laws, and Association Rules and Regulations is defined as a vote of all Members.

Section 10 - Proxies

At all Association meetings, a Member of the Association entitled to vote may vote in person or by issue-specific proxy. All proxies shall be in writing and filed with the Secretary prior to the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event a proxy granted to a mortgagee or lessee is effective only for a maximum period of 180 days following its issuance.

Section 11 - Parliamentary Procedure

Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Robert's Rules of Order.

Section 12 - Order of Business for Annual Meeting

(a) Call to Order
(b) Roll Call
(c) Proof of notice of meeting or waiver of notice
(d) Reading of Minutes of preceding meeting
(e) Reports of Officers
(f) Report of Committees
(g) Unfinished business
(h) Election of Directors
(i) New Business

ARTICLE III

BOARD OF DIRECTORS

Section 1 – Number

The business and affairs of this Association, including management and operation of the Condominium property, shall be governed by a Board of Five (5) 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. Such powers and duties shall be exercised in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation, and these By-Laws.

Section 2 – Election of Directors

Directors will be elected by secret written ballot or issue-specific proxy by the Members at the regular annual meetings. Those who receive the greatest number of votes by Members will be elected.

Section 3 – Term of Office and Qualifications

The term of office of the Directors shall be staggered, so that at elections in successive years there will not be a complete turnover of the Board.

The first year of elections (2005) three (3) Directors will be elected for a two (2) year term and two (2) Directors will be elected for a one (1) year term.

The three (3) persons receiving the greatest number of votes in 2005 shall be deemed to have a term of two (2) years and the next two (2) highest the one (1) year term.

At subsequent elections, any Unit Owner elected shall be elected for a two (2) year term. Consequently there will be either two (2) or three (3) Directors elected every year at the Annual Meeting.

There will be no restriction on the number of consecutive terms than an owner may serve on the Board. Except in the event of death, resignation or removal, each Director shall hold office until his or her respective predecessor has been elected by the Unit Owners.

Nomination for election will be open December 15 and will be permitted from the floor at the Annual Meeting.

Section 4 – Resignation

A Director may resign at any time by filing his or her written resignation with the Secretary. Such resignation shall take effect at the time of filing, unless some other time is fixed in the resignation and the Board agrees to this other time.

Section 5 - Removal

Any Director may be removed from office with or without cause, at any time by a vote of 60% of the Members of the Association at a specifically called meeting. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 6 - Vacancies on Board

The Board of Directors may fill any vacancy on the Board, occurring after any regular annual election or any vacancy created by an increase in the authorized number of Directors, by an affirmative vote of the majority of Directors then in office. A Director elected or appointed to fill a vacancy will hold office for the unexpired term of the Director succeeded or for the length of the term created.

Section 7 - Regular Meetings

Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the Members and at such other times as the Board of Directors may by resolution determine. No notice of regular meetings of the Board of Directors shall be necessary.

Section 8 - Special Meetings

Special meetings of the Board of Directors may be held whenever called by the President, or upon the written request of any two (2) Directors. It shall be the duty of the Secretary to give sufficient notice of such meetings in person, by telephone or by mail to enable the Directors to attend such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the Director with postage thereon prepaid.

Section 9 - Meetings of Waiver or by Consent

Meetings of the Board of Directors may be held at any time or place where all of the Directors are present and consent to the holding of such meeting.
Action may also be taken without a meeting, as provided in Section 181.72 of the Wisconsin Statutes, by unanimous consent.

Section 10 - Place of Meetings

Unless otherwise specified in the notice or waiver of notice, or unless otherwise designated by the Board, all meetings of the Board of Directors shall be held at the principal office of the Association.

Section 11 - Quorum

A majority of the Directors shall constitute a quorum for the transaction of business; but if at any meeting of the Board, there is less than a quorum present, a majority of those present may adjourn the meeting until a quorum is present.

Section 12 - Voting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 13 - Conflict of Interest

Inasmuch as the Directors of this corporation may be persons of large and diversified interests, and may be connected with other corporations with which this corporation may have business dealings, no contract or other transaction between this corporation and any other corporation shall be affected by the fact that Directors of this corporation are interested in, or are Directors or officers of such other corporations, if, at the meeting of the Board, or of any committee of this corporation, making, authorizing or confirming such contract or transaction, there is present a quorum of Directors not so interest; and any Director individually may be a party to, or may be interested in, any contract or transaction of this corporation, provided that such contract or transaction is approved or ratified by the affirmative vote of at least a majority of the Directors not so interested.

Section 14 - Actual Expense

No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual pre-approved expenses incurred in the performance of duties.

Section 15 - Powers and Duties

The Board has the following powers and duties:

(a) Elect and Remove Officers
To elect and remove the officers of the Association.

(b) Adopt Board Policy and Procedures
To adopt policy and procedures pertaining to governing the administration, management, and operation of the Association and to amend those policies and procedures from time to time.

(c) Committees of the Board
To appoint committees of the Board and delegate to the committees the Board's authority to carry out certain duties of the Board.

(d) Administration
To administer the Association's affairs and the property, and to formulate policies for the administration, management, and operation of the property and the common elements.

(e) Employ a Managing Agent
To employ an agent (Managing agent) to maintain, repair, replace, administer, and operate the property, or any part of it, for all Unit Owners, on terms for compensation and with authority as the Board may approve, needing approval of 67% of all Members at a specifically called meeting for that purpose only.

(f) Employees
To provide for hiring and removal of employees and other personnel, including accountants and attorney, and engage or contract for their service.

(g) Insurance
The Board of Directors shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief insurance endorsements, insuring all buildings (including all of the units and the bathrooms and the kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all air-conditioning equipment and other service machinery contained therein; and all limited common areas and facilities, such insurance shall cover the Property, the Association, the Board of Directors, and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Village Estates Condominium Association, Inc. All such policies shall provide that adjustments of loss shall be made by the Board of Directors and that the net proceeds shall be payable to the Village Estates Condominium Association, Inc.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units.

Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortagagees of units at least ten (10) days prior to expiration of the then current policies. Each year the Board of Directors shall obtain a new valuation as to the full replacement value of all of the buildings including the units common and limited areas and facilities without deduction for depreciations and insurance shall be thus adjusted to reflect the new valuation.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each Member of the Board of Directors, the Managing Agent, the Manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the Unit Owners, such public liability insurance shall be in a single limit of $1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence.

Unit Owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors.

(h) Maintenance of Common Elements

To provide for the maintenance, repair and replacement of the common elements, and approve payment vouchers, or delegate approval to the officers or the Managing Agent, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the property and the common elements, and delegate those powers to the Managing Agent (and any employees of the Managing Agent).

(i) Establish Fiscal Year

To determine the fiscal year of the Association, and to change that fiscal year from time to time as the Board deems advisable.

(j) Annual Budget and Assessments

To estimate the annual budget, and assess and provide the manner of collecting the Unit Owners' respective share of estimated expenses.