

**RESOLUTION AMENDING DECLARATION OF CONDOMINIUM
TO RESTRICT THE NON-OWNER OCCUPANCY OF UNITS**

Whitefish Bay Condominium Unit Owners Association, Inc.

Resolution #1

Recitals

a. It is the objective of Whitefish Bay Condominium Unit Owners Association, Inc. (the "Association") to insure to its members the benefits derived from owner-occupied homes.

b. These benefits include an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, continuity of residence, and increased cooperation and compliance with Association governance.

c. Owner-occupied homes will enhance the ability of unit owners to finance and refinance their homes.

Resolution

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article 10, Section 10.14.2 of the Declaration of Condominium is deleted in its entirety and **re-created** to read as follows:

Owner Occupancy. All units shall be owner occupied, subject to the following exceptions:

- A. A non-owner may occupy the unit simultaneously with the unit owner.
- B. The unit owner's immediate family members may occupy the unit. Immediate family members are herein defined as parents, mother or father in-laws, child, spouse or legally recognized domestic partner, siblings, grandparents, children, or grandchildren by blood, marriage, or adoption and shall include half and step relatives.

- 42 C. If the owner of the unit is a trust, corporation, limited
43 liability partnership, limited liability company or other
44 business or fiduciary entity, a beneficiary, shareholder,
45 partner, or member shall be deemed an owner.
46
- 47 D. A unit that is vacant and has no occupants shall not be
48 considered a violation of this section.
49
- 50 E. Mortgagees of a unit, or the Association, where the Unit is
51 acquired by foreclosure of the mortgagee's or
52 Association's interest, either judicially or by accepting a
53 deed in lieu of foreclosure, may lease a unit.
54
- 55 F. Special Hardship Exception. The Board of Directors shall
56 have the authority to waive the requirements of this
57 section upon request of a unit owner if it determines that
58 enforcement thereof in the particular circumstances would
59 result in an unreasonable hardship upon the unit owner,
60 and that the exception would not jeopardize the interest of
61 the Association in promoting owner-occupancy of units.
62 If any unit owner shall desire a hardship exception, said
63 lease or occupancy shall require the written approval of
64 the Board of Directors. The request by the unit owner
65 shall be in writing, shall state the reason(s) the owner
66 believes this prohibition creates a hardship, and shall set
67 forth the period for which the owners seeks a waiver of
68 this prohibition. Said lease or occupancy shall be limited
69 to a certain duration not to exceed twelve months.
70
- 71 G. Any violation of this section shall result in a fine to the
72 unit owner of \$100.00 per day and said unit owner shall
73 be responsible for the attorney fees and other costs
74 incurred by the Association in connection with enforcing
75 this section. In addition, the Association may enforce this
76 section by application to a court of competent jurisdiction
77 to obtain injunctive relief, and the Association, if
78 successful, shall be entitled to recover the costs of the
79 proceeding and such reasonable attorney fees as may be
80 determined by the court.
81
- 82 H. Every unit owner assigns all rents and profits from any

83 lease, permitted or not, to the Association for the purpose
84 of reimbursing the Association for overdue assessments,
85 special or ordinary fines, levied by the Association against
86 the unit or the unit owner, provided that in the event of
87 conflict, said assignment shall be subordinate to any
88 assignment to a mortgagee of the unit.
89

- 90 I. This section shall not apply to owners who rent or lease
91 their unit as of the date of enactment of this Amendment.
92 Said owners' permission to rent or lease their unit expires
93 when the owner sells, transfers or conveys the unit to
94 another owner.
95

96 **BE IT FURTHER RESOLVED**, that this amendment shall take effect
97 upon recording of the same.
98

99 **BE IT FURTHER RESOLVED**, that this amendment shall not affect
100 first mortgage lenders.
101

102
103 Amendment Considered at Meeting held on, _____(Date)
104

105 Motion made by: _____
106

107 Seconded: _____
108 (Yes/No)
109

110 In Favor: _____
111 Opposed: _____
112

113
114 Signed: _____
115 Secretary
116

**RESOLUTION AMENDING DECLARATION OF CONDOMINIUM
TO REMOVE CAP ON LATE FEES**

Whitefish Bay Condominium Unit Owners Association, Inc.

Resolution # 2

Recitals

a. It is the objective of Whitefish Bay Condominium Unit Owners Association, Inc. (the "Association") to charge a reasonable late fee to owners that are delinquent in the payment of assessments.

b. The timely payment of assessments is necessary so that the Association can meet its financial obligations as they become due.

c. The maximum late fee in the Declaration was set in 1983 and has not kept up with inflation and the Association believes it is important to charge an appropriate late fee that will keep up with inflation and increased assessments in order to encourage timely payment.

Resolution

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article 6, Section 6.5 of the Declaration of Condominium is amended by deleting the ~~strikethrough~~ language and inserting the underlined language as follows:

6.5 Non-Payment of Assessments: Remedies of Association.¹
Any assessment, or portion thereof, not paid when due shall be delinquent, and the Board of Directors shall have the duty to enforce the collection of all delinquent Assessments. If the same is not paid within five (5) days after the due date, then a late charge, in an amount to be determined by the Board of Directors and published in the Rules & Regulations ~~not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each Assessment or installment thereof not paid when due,~~ shall also be due and payable to the Association.

¹ The title of Section 6.5 is underlined in the Declaration; meaning, the underlining in this resolution shall not be interpreted as an addition to the existing text.

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40 [The remainder of this section shall remain unchanged].

41

42 **BE IT FURTHER RESOLVED**, that this amendment shall take effect
43 upon recording of the same.

44

45 **BE IT FURTHER RESOLVED**, that this amendment shall not affect
46 first mortgage lenders.

47

48

49

50

51 Amendment Considered at Meeting held on, _____(Date)

52

53 Motion made by: _____

54

55 Seconded: _____

56 (Yes/No)

57

58 In Favor: _____

59 Opposed: _____

60

61

62 Signed: _____

63 Secretary

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RESOLUTION AMENDING BYLAWS

Whitefish Bay Condominium Unit Owners Association, Inc.

Resolution # 3

Recitals

1. It is the objective of Whitefish Bay Condominium Unit Owners Association, Inc. (the "Association") to obtain insurance with affordable and reasonable premiums, which are a common expense.

2. One method to obtain reasonable insurance premiums is to raise the deductible, but the Association is currently unable to do that because the Bylaws sets the maximum deductible amount at \$1,000.00.

3. Accordingly, the Association desires to allow the Board of Directors the flexibility to increase the deductible amount to the extent that doing so is in the Association's best interest.

4. The Association desires to remove a typo in the Bylaws that requires it to obtain insurance from a company located in Virginia.

5. The Association desires to have fines for violations of the Association's governing documents that keep up with inflation and that are commensurate with the violation committed.

Resolution

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

A. Article 6, Section 6.3.8 of the Bylaws is amended by deleting the ~~strikethrough~~ language and inserting the underlined language as follows:

6.3.8 The policy shall include a deductible in an amount to be determined by the board of directors in consultation with the Association's insurance advisor ~~per occurrence not in excess of~~ \$1,000.

43 **B. Article 6, Section 6.3.10 of the Bylaws is amended by deleting**
44 **the ~~strikethrough~~ language and inserting the underlined language as**
45 **follows:**

46
47 6.3.10 The insurer shall be financially sounds and responsible
48 and qualified to do business in ~~Virginia~~ Wisconsin.

49
50 **C. Article 8, Section 8.2 of the Bylaws is amended by deleting**
51 **the ~~strikethrough~~ language and inserting the underlined language as**
52 **follows:**

53
54 8.2 Enforcement. The Board of Directors shall have the right
55 and power to impose and assess reasonable fines (~~not in excess of~~
56 ~~\$50.00 for a single offense or \$10.00 per day for any offense of a~~
57 ~~continuing nature, with the amount of fines shall be published in~~
58 ~~the Rules & Regulations and shall be the same~~ treated the same
59 as an Assessment against the Owner's Condominium Unit) and
60 to suspend an Owner's right to use the Common Elements for
61 any violation of the Condominium Instruments or the rules and
62 regulations in accordance with the Condominium Instruments
63 and the following procedure:

64
65 **BE IT FURTHER RESOLVED,** that this amendment to the Bylaws
66 shall take effect immediately.

67
68
69 Amendment Considered at Meeting held on, _____(Date)

70
71 Motion made by: _____

72
73 Seconded: _____
74 (Yes/No)

75
76 In Favor: _____

77 Opposed: _____

78
79
80 Signed: _____
81 Secretary