

Section 2. Initial Board of Directors. The initial Board of Directors shall serve for a period of three (3) 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. The term of one (1) Director shall be a period of one (1) year, the term of another one (1) Director shall be for a period of two (2) years and the term of the remaining one (1) Director shall be for a period of three (3) years. 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.

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.

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 limited common elements exclusively assigned for the use and benefit of the unit owner.
- (d) A unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element 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 through the common elements, and as set forth in these By-Laws and the Declaration.
- (b) No buses, recreational vehicles, trailers, campers, boats, 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 and, therefore, shall limit family gatherings, cook-outs or family recreational activities to those areas within the common elements and/or during time periods designated by the Association.

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. No rental shall be for a period less than six (6) months. Any lease or rental period longer than six (6) months requires a rental agreement in substantially the same form as attached to the Condominium documents.

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 Springtime Ridge Condominium, and for the convenience of the owners of Springtime Ridge Condominium, including but not limited to the rules relating to the limited common elements of such Condominium.

Section 8. Pets. Unit owners may keep two (2) pets owned by the unit owner inside the unit, but such pets shall be limited to cats and/or dogs. The limitation of a single pet shall not apply to birds or fish. If a tenant occupies the unit, the tenant shall not be allowed to keep a dog or a cat as a pet while a tenant.

ARTICLE VII.

AMENDMENT TO BY-LAWS

Section 1. By-Laws. No amendment to these By-Laws shall take effect unless approved upon the affirmative vote of seventy-five percent (75%) of the unit owners as defined herein and in the Declaration of Condominium.

ARTICLE VIII.

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 20th day of May, 2013.

SPRINGTIME RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION

By: /s/ Gregory C. Gottsacker
Gregory C. Gottsacker, Director

By: /s/ Janet E. Gottsacker
Janet E. Gottsacker, Director

By: /s/ Herbert Binkowsky
Herbert Binkowsky, Director

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ARTICLES OF ASSOCIATION OF
SPRINGTIME RIDGE CONDOMINIUM OWNERS ASSOCIATION

A Non-profit unincorporated Association

ARTICLE ONE
NAME

The name of this association shall be Springtime Ridge Condominium Owners Association.

ARTICLE TWO
PRINCIPAL OFFICE

The principal office of the association shall be 819 New York Avenue, Sheboygan, County of Sheboygan, State of Wisconsin. The association may have such other offices as may from time to time be designated by its members or its Board of Directors.

ARTICLE THREE
PURPOSES

The purposes of this association shall be to provide for the administration, maintenance, preservation and control of certain property situated in the Town of Sheboygan, Sheboygan County, Wisconsin, subject to the Declaration of Condominium Ownership and Covenants, Conditions, and Restrictions for the Condominium known as Springtime Ridge Condominium filed under the provisions of the Wisconsin Unit Ownership Act. This association is organized and operated exclusively for the stated purposes and for other non-profit purposes and no part of any net earnings shall be for the benefit of any member of the association.

ARTICLE FOUR
POWERS

The Association shall have all powers allowed pursuant to Section 703.15(3), Wisconsin Statutes, and to the extent applicable Section 703.365, Wisconsin Statutes, concerning small residential condominiums.

ARTICLE FIVE
MEMBERSHIP AND VOTING RIGHTS

Every record owner, whether one or more persons or entities of a fee simple title (defined herein for clarification as including Land Contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed, as described in the Declaration aforesaid, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership.

The Association shall have one class of voting membership and each unit (whether existing or proposed) shall be entitled to one (1) vote only. The vote for any unit owned of record by more than one person or entity shall be exercised as set forth in the Declaration. In no event, however, shall more than one (1) vote attach to the unit.

Further membership provisions shall be set forth in the By-Laws.

ARTICLE SIX MEETINGS

There shall be an annual meeting of the Association as more particularly specified in either the Declarations or the By-Laws and provisions shall be made for the calling of special meetings to conduct the business of the Association. A quorum at any meeting shall be the attendance by not less than 51% of the unit owners.

ARTICLE SEVEN INITIAL REGISTERED AGENT

The initial registered agent for the Association shall be:

Gregory C. Gottsacker
819 New York Avenue
Sheboygan, Wisconsin 53081

ARTICLE EIGHT BOARD OF DIRECTORS

The number of Directors shall be fixed by the By-Laws. The initial Board of Directors shall consist of Gregory C. Gottsacker, Janet E. Gottsacker and Herbert Binkowsky. The By-Laws shall further state how Directors are elected and composition of the Board of Directors.

ARTICLE NINE INDEMNIFICATION

The Association shall indemnify any present or former director or officer of the Association against expenses actually and necessarily incurred by him or her in the connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been a director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty, but such indemnification shall not be deemed exclusive of any other legal right to which such director or officer may be entitled under any By-Law, agreement, vote of members or otherwise.

ARTICLE TEN AMENDMENT TO ARTICLES

These Articles may be amended upon the affirmative vote of seventy-five percent (75%) of the unit owners at a meeting duly called for that purpose.

ARTICLE ELEVEN BY-LAWS

By-Laws shall be adopted. Such By-Laws may be amended in the same manner as amendments may be made to these Articles. Such amendments shall be binding upon all members.

ARTICLE TWELVE
DISSOLUTION OF ASSOCIATION

This Association shall be dissolved only under circumstances consistent with the Wisconsin Unit Ownership Act.

Executed at Sheboygan, Wisconsin, this 20th day of May, 2013.

SPRINGTIME RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION

By: /s/ Gregory C. Gottsacker
Gregory C. Gottsacker

By: /s/ Janet E. Gottsacker
Janet E. Gottsacker

By: /s/ Herbert Binkowsky
Herbert Binkowsky

ESTIMATED OPERATING EXPENSES FOR
SPRINGTIME RIDGE CONDOMINIUM

		<u>MONTHLY</u>	<u>ANNUAL</u>
INSURANCE		\$100.00	\$1,200.00
	(Fire, extended coverage and public liability insurance. Owner must purchase own coverage for furniture, furnishings, personal property and public liability within his unit)		
MAINTENANCE	Fertilizer and weed control	\$ 20.00	\$ 240.00
	Grass cutting and trimming	\$ 80.00	\$ 960.00
	Snow removal	\$ --	\$ --
	Water meter (common)		
	Lighting (common)	\$ --	\$ --
	Etc.		
RESERVES FOR CAPITAL EXPENSES		\$ --	\$ --
TOTAL		\$ 200.00	\$2,400.00

THE OPERATING EXPENSES ABOVE ARE ESTIMATES COSTS FOR ONE (1) BUILDING CONTAINING TWO (2) UNITS. THE MONTHLY ASSESSMENT FOR EACH UNIT SHALL BE \$100.00 PER MONTH.

CONDOMINIUM ASSESSMENT LIEN

Wisconsin Statutes 703.16(4)

CONDOMINIUM: Springtime Ridge Condominium

UNIT: Unit _____ Building _____

UNIT OWNER(S): _____

AMOUNT DUE: \$ _____

PERIOD FOR WHICH LIEN IS OWING 20____ - 20____ Assessment Year

Dated at _____, Wisconsin, this _____ day of _____, 2013.

Springtime Ridge Condominium

Gregory C. Gottsacker, President

STATEMENT OF COSTS:

Filing fee paid to Clerk of Courts \$5.00

Interest accrues at the rate of 1% per month
on the unpaid balance.

These costs are to be added to amount due.

SAMPLE

STATUTORY RESERVE ACCOUNT STATEMENT
FOR SPRINGTIME RIDGE CONDOMINIUM

THE DECLARANT herein, Westmark Development, LLC, makes the following statement regarding a Sec. 703.163, Wis. Stats. "statutory reserve account".

1. The Declarant has not established a "statutory reserve account" for the repair and replacement of the common elements of the Condominium.

2. Annual assessments are provided for in the Declaration of Condominium, which assessments include provisions for ordinary routine maintenance of the common elements of the Condominium.

3. The Condominium documents further provide for the Condominium Association to determine, the need for, and to complete non-routine maintenance and capital improvements by virtue of special assessments.

4. Nothing contained herein, or in the Condominium documents, limit the right of the Association, pursuant to the By-laws of the Association, to establish a "statutory reserve account" in the future.

Dated this 20th day of May, 2013.

WESTMARK DEVELOPMENT, LLC

By: /s/ Gregory C. Gottsacker
Gregory C. Gottsacker, Member

STATE OF WISCONSIN)
 :ss
SHEBOYGAN COUNTY)

Personally came before me this 20th day of May, 2013, the above named Gregory C. Gottsacker, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ John N. Gunderson
John N. Gunderson
Notary Public, Sheboygan County, WI
My Commission Is Permanent.

This Document Drafted By:
OLSEN, KLOET, GUNDERSON & CONWAY
By: Attorney John N. Gunderson
602 North 6th Street
Sheboygan, WI 53081
Telephone: 920-458-3701

Legal Description:

Lots One (1) and Two (2) of a Certified Survey Map recorded for record in Volume 25 of Certified Survey Maps on Pages 71/3 in the office of the Register of Deeds for Sheboygan County, Wisconsin, being a part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), Section Seventeen (17), Township Fifteen (15) North, Range Twenty-three (23) East, Town of Sheboygan, Sheboygan County, Wisconsin and Lot Two (2) of a Certified Survey Map recorded in Volume 23 of Certified Survey Maps on Pages 333/5 in the office of the Register of Deeds, being a part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), Section Seventeen (17), Township Fifteen (15) North, Range Twenty-three (23) East, Town of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Numbers: 59024-348376, 59024-348377, and 59024-348373