WILDERNESS NORTH CONDOMINIUM ASSOCIATION, INC.

BROOKFIELD, WISCONSIN 53045

By-laws, Rules and Important Information

AMENDED AND RESTATED BYLAWS
of

WILDERNESS NORTH CONDOMINIUM ASSOCIATION, INC.

Revised January 15, 2025

ARTICLE I

IDENTITY

These Amended and Restated Bylaws are the Bylaws of Wilderness North Condominium Association, Inc., a nonstock, nonprofit corporation created under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, which Articles were filed with the Secretary of State of the State of Wisconsin on August 13, 1985, and subsequently recorded in the office of the Register of Deeds for Waukesha County.

ARTICLE II

OFFICES

The principal offices of the corporation in the State of Wisconsin shall be located at 17725 Caribou Pass, Unit B, Brookfield, WI 53045, and the name and address of the registered agent is Doreen Lange, whose address is the same as that of the principal office.

ARTICLE III

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the thirty-first day of December in each year.

ARTICLE IV

SEAL

The corporation shall have no seal.

ARTICLE V

MEMBERS

SECTION 1. Qualification of Membership.

The membership of Wilderness North Condominium Association, Inc., shall consist of all the Unit Owners of THE WILDERNESS NORTH CONDOMINIUM. A land contract vendee shall not be deemed to be an owner for membership purposes unless the owner of the fee relinquishes his ownership to the land contract vendee. Each condominium unit shall have but one vote upon each matter submitted to a vote within the Association, regardless of how many persons are owners of each individual unit as provided in the Declaration of Condominium..

SECTION 2. Annual Meeting.

The annual meeting of the membership shall be held the second week of May each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Wisconsin, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the members, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon as may be convenient.

SECTION 3. Special Meeting.

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Board of Directors, and shall be called by the President, at the request of 75% of all unit owners entitled to vote at the meeting.

SECTION 4. Place of Meeting.

Meeting of the Association of Unit Owners shall be held at a convenient place such as may be designated by the Board of Directors.

SECTION 5. Notice of Meeting.

Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days, nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the owner at his address as it appears on the records of the Association with postage thereon prepaid.

SECTION 6. Quorum.

Except as otherwise provided, a majority of owners entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of owners and a majority of votes cast at any meeting at which a quorum is present shall be decisive of any motion or election.

SECTION 7. Proxies.

At all meeting of owners, an owner entitled to vote may vote by proxy appointed in writing by the owner or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid for a period in excess of 180 days following its issuance.

SECTION 8. Voting of Owners.

Each owner entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of the owners as provided in the Declaration of Condominium.

SECTION 9. Waiver of Notice by Owners.

Whenever any notice whatever is required to be given to any owner under the Articles of Incorporation or by the Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the owner entitled to such notice, shall be deemed equivalent to the giving of such notice.

SECTION 10. Informal Action of Owners.

Any action required or permitted by the Articles of Incorporation or Bylaws of any provision of law to be taken at a meeting of the owners, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the owners entitled to vote with respect to the subject matter thereof.

SECTION 11. Lack of Quorum.

If any meeting of owners cannot be organized because of lack of a quorum, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

SECTION 12. Order of Business.

The order of business at all meetings shall be set and determined by the President or other presiding officer.

ARTICLE VI

BOARD OF DIRECTORS

SECTION 1. General Powers.

The business and affairs of the Association shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications.

The number of directors of the corporation shall be seven (7). Each director shall be a Unit Owner entitled to membership in the Association. Each director shall hold office for a term of two (2) years and until his successor shall have been elected, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided. The terms of said directors shall be staggered so that part of the seats shall be subject to election and part shall not be subject to election in any given year. A director may be removed from office by affirmative vote of a majority of the owners entitled to vote for the election of such director, taken at a special meeting of the owners called for that purpose. A director may resign at any time by filing his written resignation with the Secretary of the Association.

SECTION 3. Regular Meetings.

A regular meeting of the Board of Directors shall be held without other notice than immediately after, and at the same place as, the annual meeting of owners, and each adjourned session thereof. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the President, Secretary or any two Directors.

SECTION 5. Notice.

Notice of any special meeting shall be given at least forty-eight hours previously thereto by written notice delivered personally or mailed to each director at his residence. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the Corporation under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. Quorum.

Except as otherwise provided, a majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but a majority of the directors present (though less than such quorum) may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting.

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, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

SECTION 8. Vacancies.

Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, may be filled until the next succeeding annual election by the affirmative vote of a majority of the directors then in office, though less than a quorum of the Board of Directors.

SECTION 9. Compensation.

The Board of Directors, by affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, may establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise, or may delegate such authority to an appropriate committee.

SECTION 10. Presumption of Assent.

A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof oat which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting.

SECTION 11. Fidelity Bonds.

The Board of Directors for the Association shall require that all officers and employees handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on which bonds shall be paid for by the Association of Unit Owners protected by such bonds and charged to the Unit Owners in such condominium project.

SECTION 12. Committees.

The Board of Directors by resolution adopted by the affirmative vote a majority of the number of directors may designate one or more committees, each committee to consist of at least one (l) director together with any number of Unit Owners appointed by the President and approved by the Board of Directors, which to the extent provided in said resolution as initially adopted, and as thereafter supplemented or amended by further resolution adopted by a like vote, shall have and may exercise, when the Board of Directors in the management of the business and affairs of the Association, within the limits of the authority prescribed for them by the Board of Directors, except action in respect to election of officers or the filling of vacancies in the Board of Directors or committees created pursuant to this section. The Board of Directors may elect one or more of its members as alternative members of any such committee who may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting. Each such committee shall fix its own rules governing the conduct of its activities and shall make such report to the Board of Directors of its activities as the Board of Directors may request.

SECTION 13. Informal Action Without Meeting.

Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors then in office.

SECTION 14. Management of Condominium.

The Board of Directors may engage the services of a manager or managing agent.

ARTICLE VII

OFFICERS

SECTION 1. Number.

The principal officers of the corporation shall be a President, one Vice President, a Secretary, and a Treasurer, each of whom must also be on the Board of Directors. A Director may hold more than one office in accordance with Section 181.25(1) of the Wisconsin Statutes. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. Election and Term of Office.

The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the owners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected, or until his death, or until he shall resign, or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal.

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

SECTION 4. Vacancies.

A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President.

The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Association. He shall preside over the meetings of the Board of Directors and of the Association of Unit Owners. He shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the corporation as he shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business, or which shall be authorized by resolution of the Board of Directors, or by the Unit Owners; and, except as otherwise provided by law or the Board of Directors, he may authorize any Vice-President or other officer or agent of the Association to sign, execute and acknowledge such documents or instruments in his place and stead. In general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice-President.

In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restriction upon the President.

SECTION 7. Secretary

The Secretary shall:

a) Keep the minutes wherein resolutions shall be recorded of the Association and of the Board of Directors' meetings in an electronic file provided for that purpose;
b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

c) Be custodian of all the Association records;

d) In general, perform all duties incident to the Office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

a) Have charge and custody of and be responsible for all funds and other securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, or other depositories as shall be selected in accordance with the provisions of these Bylaws;

b) Keep all financial records and books of account;

c) In general perform all the duties incident to the office of the Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

SECTION 9. Salaries.

The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE VIII

OPERATION OF THE PROPERTY

SECTION 1. Maintenance and Repair.

The necessary work of maintenance, repair and replacement of the common areas and facilities shall be carried out by the Board of Directors and paid for by assessments established by the Board of Directors who shall also establish the method of approving payment vouchers.

SECTION 2. Determination of Common Expenses.

The Board of Directors shall from time to time, and at least annually prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the Unit Owners as provided in Paragraph 17 of the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable in monthly installments. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by the Board of Directors pursuant to the provisions of Article XI. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a reserve fund for the periodic maintenance, repair and replacement of Common Elements and Limited Common Elements based upon the estimated remaining useful life of such elements, for a reserve for contingencies, and for making up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each Unit Owner in writing of the amount of common expenses payable by him and shall furnish copies to all Unit Owners of each budget on which such common expenses are based. If the actual expenses of the Association exceed the budgeted expenses, or in the event of special circumstances requiring additional funds with respect to one or more Units, the Board of Directors shall be empowered to meet whenever necessary and to assess additional common expenses or special assessments against one or more of the Unit Owners which shall be payable as the Board of Directors directs.

A working capital fund shall be established for the initial months of operation of the Property equal to two months assessments for common expenses for each Unit.

SECTION 3. Assessments for Charges.

Charges by the Association against Unit Owners for other than common expense shall be payable in advance. Such charges shall be collected in the same manner as assessments for common expense, and when circumstances permit, such charges shall be added to the assessments for common expense.

SECTION 4. Acceleration of Assessment Installments Upon Default.

If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereafter the unpaid balance of the assessment shall come due upon the date stated in said notice, but no less than ten days after delivery thereof to the Unit Owners, or not less than twenty days after the mailing of said notice to him by registered or certified mail, whichever shall first occur. Interest on delinquent accounts shall run at 10% per annum.

SECTION 5. Depository.

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

SECTION 6. Audit.

A review of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the review is made.

SECTION 7. Maintenance Personnel.

The maintenance personnel necessary for the maintenance, repair and replacement of the common areas and facilities shall be hired by, supervised, fired and replaced, if necessary, by the President or designated agent. Firing of personnel shall be done only with the approval of the Board of Directors.

ARTICLE IX

PENALTIES FOR VIOLATION

The Board of Directors for the Association of Unit Owners may prescribe fines and penalties for failure of the condominium owners or residents to comply with the Declaration of Condominium, Bylaws, or Rules and Regulations which may be promulgated by the Board of Directors. Such fines and penalties shall also become a personal obligation of the Unit Owner or Owners, jointly and severally, and shall bear interest at the rate of l 0% per annum until paid. Enforcement may be by action at law or by an action to foreclose the lien, and violations may be enjoined. All judgments and actions involving enforcement shall provide for reasonable attorney fees.

ARTICLEX

AMENDMENTS

These Bylaws may be amended in the following manner:

SECTION 1. Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

SECTION 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. The Bylaws may be amended by the affirmative vote of the unit owners having sixty-seven percent (67%) or more of the votes.

SECTION 3. Proviso.

No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

ARTICLE XI

INSURANCE

The Association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings, (including all of the units and the fixtures, but not including furniture, furnishings or other moveable personal property of the Unit Owners), together with all heating equipment and other service machinery contained therein, and all Limited Common Elements; such insurance shall cover the Property and shall name as insureds the Association, and all Unit Owners and their mortgagees and land contract vendors and vendees, as their interests may appear, in an amount equal to not less than the replacement value of the buildings, without deduction for depreciation, with inflation guard endorsement, if available. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided herein as trustee for all Unit Owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof, if $10,000 shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance 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 days prior written notice to the Association and to each first mortgagee and land contract vendor named as an insured in such policies. At least once every five (5) years the Association shall obtain an appraisal from a fire insurance company or other qualified appraiser of the full replacement value of the buildings including all of the Units and all of the Common and Limited Common Elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be affected pursuant to this section. Each Unit Owner shall be assessed for the actual cost of the insurance premium pertaining to his Unit.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine (provided that such limits shall at all times equal or exceed the limit established by Declarant set forth below), 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 at least $1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. Such liability insurance shall provide that the policy may not be cancelled or substantially modified without at least ten days prior written notice to the Association and to each other holder of a first mortgage or land contract vendor listed as a scheduled holder of a first lien in the policy. The Association shall obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

By acceptance of the deed or land contract to his Unit, each Unit Owner shall be deemed to have appointed the Association as his attorney-in-fact for the purpose of purchasing and maintaining the above described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Unit Owners or their mortgagees or land contract vendors 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 Association shall not be affected or diminished by reason of any such additional insurance, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Association. The insurance obtained by the Association will not cover the contents of Units or public liability claims arising out of occurrences happening within the boundaries of the Units.

ARTICLES XII

REPAIR AND RECONSTRUCTION AFTER DAMAGE

In the event of any damage to or destruction of the Property in an amount equal to or less than 20% of the replacement cost of the entire Condominium, whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors, is authorized to and shall arrange for the prompt repair and reconstruction of any such damaged portion of the Property substantially in accordance with the original plans and specifications of such portion (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations, painting or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess all the Unit Owners for such deficit as part of the common expenses.

By acceptance of the deed to his Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent and shall constitute the determination by the Unit Owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Unit Owners, then the affirmative vote of one Unit Owner shall be sufficient to determine to repair or reconstruct.

In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, the Association by vote of at least 75% of all Unit Owners may determine within 90 days after such damage or destruction not to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section. If the Association determines not to repair or reconstruct, the Property shall be deemed to be owned in common by the Unit Owners in proportion to their respective undivided percentage interests in the Common Elements and shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net insurance proceeds (after first paying the insurance proceeds directly attributable to a damaged Unit to the mortgagee(s) and owner of such Unit, as their interests may appear), shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the Unit Owners in proportion to their respective undivided percentage interests in the Common Elements, after first paying out of the share of each Unit Owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Unit Owner.

In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with the provisions of these Bylaws.

By acceptance of the deed to his Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to these Bylaws and shall constitute the determination by the Unit Owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Unit Owners, then the affirmative vote of one Unit Owner shall be sufficient to determine to repair or reconstruct.

ARTICLE XIII

ARCHITECTURAL AND DESIGN CONTROL

A design Review Committee consisting of three or more people shall be appointed by the Board of Directors and shall be responsible to the Board. Until such time as the Board of Directors appoints the members of the Design Review Committee, the Board shall serve as such Committee. The Design Review Committee shall regulate the external design and appearance of the Units and the design, appearance and location of improvements to the Common Areas and Limited Common Areas in such a manner as to promote those qualities in the environment which bring value to the Property and foster the attractiveness and functional utility of the Condominium as a place to live, including a harmonious relationship among structures, vegetation and topography.

Except as otherwise specifically provided in the Declaration or these Bylaws, , no building, fence, wall, swimming pool, antenna structure or projection from a structure (whether of a temporary or permanent nature, or whether or not affixed to a Unit or to any other structure or to the ground) shall be commenced, erected, maintained, improved or altered, nor shall any grading, excavation, tree removal or planting be done in the Common or Limited Common Areas, nor shall any change of exterior color or other work which in any way alters the exterior appearance of any Unit, Common Area or Limited Common Area be done, without the prior written approval of the Design Review Committee regarding:

1. The harmony of its exterior design and location in relation to, and its effects upon, surrounding structures, vegetation, topography, and the overall

community design of the Property;

2. The character of the exterior materials; and

3. Quality of the exterior workmanship.

ARTICLE XIV

GRIEVANCE PROCEDURE

any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefore and the hearing procedure to the Unit Owner complained of by personal delivery or by certified mail, return receipt requested.

The Unit Owner complained of may within fifteen days of delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the Unit Owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the Unit Owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Board of Directors to be held not less than 14 or more than 30 days after delivery or mailing of a notice of hearing to the parties.

The Board of Directors may, at its sole option, appoint a Grievance Committee to act in its place. If the Board elects to appoint a Grievance Committee it shall consist of three Unit Owners who are not members of the Board of Directors, relatives of the Unit Owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

The hearing shall be conducted by either the Board of Directors or the Grievance Committee. All parties involved in the hearing shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross examine witnesses. When summoned by the Board of Directors to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven days after the conclusion of the hearing, the Board of Directors or the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners.

Upon a determination by the Board of Directors or the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the Bylaws, impose a fine against the defaulting Unit Owner in the amount set forth in the Rules & Regulation which is not paid within three days shall bear interest at the rate 18% per annum and shall constitute a lien against the Unit until paid in full.

ARTICLE XV
MISCELLANEOUS

SECTION 1. Notices.

All notices to the Board of Directors of the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any Unit Owner shall be mailed or hand delivered to his Unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of Units shall be mailed or hand delivered to their respective addresses, as designated by the Unit Owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have given when received. Notices to the Unit Owners or their mortgagees need not be mailed by registered or certified mail, except as otherwise provided in these Bylaws.

SECTION 2. Invalidity.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

SECTION 3. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

SECTION 4. Gender.

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 5. Waiver.

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

SECTION 6. <u>Insurance Trustee.</u>

The Board of Directors shall appoint an insurance trustee which shall be a financial institution in the State of Wisconsin, designated by the Board of Directors and having a capital, surplus and undivided profits of $500,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

SECTION 7. <u>Conflicts.</u>

These Bylaws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration, the Declaration shall control.

SECTION 8. <u>Definition.</u>

Where the word "Corporation" is used in these Bylaws it shall mean "Association" and where the word "Association" is used in these Bylaws it shall mean "Corporation" and both shall refer to the Association of Unit Owners.

Effective as of January 15, 2025