

Document Number

AMENDED AND RESTATED By-LAWS
OF NORTH SHORE HOME OWNERS
ASSOCIATION, INC.

Document Title



8 5 7 1 7 6 9

Tx: 4225132

2126339

SHEBOYGAN COUNTY, WI

RECORDED ON

11/11/2021 02:54 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 3

PAGES: 19

These ARE THE LAWS THAT EVERY HOME
OWNER AGREES TO FOLLOW, WHILE OWNING A
CONDO AND LIVING IN THE NORTH SHORE HOME
OWNERS ASSOCIATION, INC.

"By-LAWS" WERE ADOPTED UPON THE
UNANIMOUS VOTE OF THE 75% OF OWNERS
THAT ATTENDED ON THE 21ST DAY OF
SEPT. 2021.

Name and Return Address

Robert Gustafson
3511 Willow Circle
Sheboygan, WI 53083

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

**AMENDED AND RESTATED BY-LAWS
OF
NORTHSHORE HOME OWNERS ASSOCIATION, INC.**

ARTICLE I NAME AND PURPOSE

Pursuant to the Articles of Incorporation of NORTHSHORE HOME OWNERS ASSOCIATION, INC., and the DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING NORTHSHORE, a CONDOMINIUM, recorded December 17, 1979 in Volume in 873 of Records, at pages 630/53, as Document No. 1051483, in the office of the Register of Deeds for Sheboygan County, Wisconsin, as amended from time to time (the "Declaration"), the following are adopted as the Amended and Restated By-Laws of NORTHSHORE HOME OWNERS ASSOCIATION, INC. (the "Association"), which is an association incorporated in the State of Wisconsin and formed and organized to serve as an association of Unit Owners (the "Owners") who own real estate and improvements (hereinafter the "Property") relating to Northshore Condominium, located in the City of Sheboygan, Sheboygan County, Wisconsin ("NORTHSHORE CONDOMINIUM") under the condominium form of ownership, as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (the "Act") under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Declaration.

At a meeting duly called and with notice properly given to the Owners, these Amended and Restated By-Laws of the Association (the "By-Laws") were adopted upon the affirmative vote of seventy-five percent (75%) of the Owners on the 21 day of Sept. 2021. These By-Laws shall be deemed covenants running with the land and shall be binding on the Owners, their heirs, administrators, personal representatives, trustees, successors and assigns, and any of their agents, contractors, invitees, tenants, employees, or visitors shall be subject at all times to compliance with the Declaration, By-Laws, and any adopted Rules and Regulations when upon the Property.

ARTICLE II MEMBERS, VOTING AND MEETINGS

2.1 **MEMBERS.** The rights and qualifications of the Members are as follows:

- A. **Defined.** Members of the Association shall be Owners of all Units in NORTHSHORE CONDOMINIUM, as more specifically defined in Article I, Section 2 of the Declaration. Each Unit owner upon acquiring title to a Unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his, her or its ownership of such Unit ceases for any reason, at which time his, her or its membership in the Association shall automatically cease. Pursuant to Article IV, Section 2(b)(i) and Section 3 of the Declaration and Section 703.15, Wis. Stats, there shall only be one class of membership and only Owners shall be Members of the Association.

- B. **One Membership and Vote Per Unit.** One membership and one vote shall exist for each Unit. If title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests with regard to a single Unit must be voted by one person, either as designated prior to vote at any meeting, or in the event of conflict between such owners then pursuant to the designation for the Unit contained in the Membership List or if no such designation is made then by the first individual of majority age as stated in the deed for such Unit. The Association may require a member to prove ownership before counting such vote. Notwithstanding the provisions of this Section, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such Unit shall not be entitled to vote at such meeting.
- C. **Membership List.** The Association shall maintain a current membership list (the "Membership List") showing the membership pertaining to each Unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Unit if any, and the person designated to cast the vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.
- D. **Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of Unit date of transfer, name of the person designated to vote, the mortgagee of the Unit if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.
- E. **Fee for Information to Facilitate Transfer of Membership.** The Board of Directors has reasonably determined that the time and expense to maintain current records and documents requested in connection with a typical transfer of a Unit exceeds \$50.00. The Association shall have the right to charge a fee to an Owner, or upon failure to pay upon the Owner's agents or successors, for reimbursement of estimated costs of providing disclosure materials

and information on outstanding assessments and other related acts in connection with a transfer, which shall initially be in the amount of \$50.00. The fee may be changed by the Board of Directors, in its reasonable discretion from time to time, provided that the procedures set forth in Section 703.205, Wis. Stats. have been followed.

- 2.2 **QUORUM, AND PROXIES FOR MEMBERS' MEETINGS.** A quorum for members' meetings shall consist of one-third of the votes in the Association, whether the Owner is appearing in person, by telephone, or by proxy. Votes may be cast in person or by proxy or by voice vote in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of one (1) year, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may name any Owner, any Officer, the Board of Directors, or a party holding a Power of Attorney. Except for a power of attorney which shall meet the requirements of Wisconsin law, the form of the proxy shall be allowed if (1) it has been timely filed with the Secretary, (2) it has been signed by the Owner either in ink or electronically, and (3) from a review, the Secretary is reasonably able to conclude the intent of the Owner to grant the proxy. Appearance may be by telephone or by similar electronic communication, as long as persons appearing by telephone or such other electronic communication may simultaneously hear and be heard by all-unit members in attendance. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. If a meeting is adjourned due to a lack of quorum, and later rescheduled with at least ten (10) days' notice to all Owners; the subsequent meeting shall allow for the transaction of any business that might have been transacted at the original meeting for which notice was given.

- 2.3 **ACT BY MAJORITY AND ARBITRATION.** The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Declaration or these By-Laws. In the event that the members are deadlocked on a vote, then the existing status quo shall continue until such time that the deadlock has been broken. After a deadlock vote, a member shall have the right to assert that the deadlock materially affects that member as an Owner or the Association. In the event of (i) a deadlock vote on a decision which is asserted to materially affect a member or the Association, then the Board of Directors may provide a recommendation to break the deadlock. The recommendation of the Board of Directors shall not be binding upon the Association or the members but shall be provided prior to any action for Arbitration. In the event that a deadlock continues for more than one year and Board of Directors has been unable to resolve the deadlock and confirms that the matter is material, it is

hereby agreed that the deadlock shall be referred to the American Arbitration Association, or such other dispute resolution agency as the parties shall agree, for arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with the arbitrator's award, the other parties are entitled to costs of suit including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

- 2.4 **TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.** Written notice of all meetings stating the time, place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit owners, to each member at his, her or its address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Any Owner shall have the right to elect to receive notice by electronic mail rather than by mail or personal delivery, and in the event that a signed consent to notice by electronic mail is in the files of the Secretary and is so noted on the Membership List of the Association maintained by Section 2.1C of these By-Laws, then notice shall be given to such Owner by electronic mail. Meetings shall be held at such time and place as may be designated by the Board of Directors.
- 2.5 **ANNUAL MEETINGS.** The annual meeting shall be held on or about the first Saturday in May of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. The Board of Directors, without necessity for amendment of these By-Laws, may from time to time change the date of the annual meeting for future years by announcement in the notice of annual meeting and majority vote of those in attendance in person, by telephone, or by proxy, at the annual meeting.
- 2.6 **SPECIAL MEETINGS.** Special meetings of the members shall be held whenever called by any member of the Board of Directors. A special meeting may also be called upon a petition signed by one-third of the Owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the meeting notice.
- 2.7 **POWERS OF THE ASSOCIATION.** In addition to the rights of the Association under Article V of the Declaration, the Association has the power to: (1) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Owners, (2) Employ and dismiss employees and agents, (3) Sue on behalf of a majority of the Owners, and (4) Exercise any other power conferred by the Declaration or these By-Laws; and subject to any restrictions and limitations specified by the Declaration, the Association may: (5) Make contracts and incur liabilities, including borrowing funds in the name of the

Association in the manner specified in these By-Laws, (6) Regulate and impose charges for the use of common elements, (7) Cause additional improvements to be made as a part of the common elements, (8) Acquire, hold, encumber and convey any right, title or interest in or to the Property, (9) Grant easements through or over the common elements, (10) Receive any income derived from payments, fees or charges for the use, rental or operation of the common elements; (11) Grant or withhold approval of any action by an Owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium, and (12) Purchase goods and services jointly with other condominium associations or other persons.

ARTICLE III BOARD OF DIRECTORS

- 3.1 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** The affairs of the Association, including management and operation of the condominium Property, shall be administered by the Board of 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 on behalf of the Association, including without limitation those powers set forth in Section 2.7 of these By-Laws, specifically items (2), (3), (5) with respect to making contracts and incurring liabilities (but not borrowing funds), (6), (7), (10), (11), and (12) on its own initiative if not in violation of or inconsistent with the prior direction or votes of the Association, and specifically items (1), (4), (5) with respect to borrowing funds, (8), (9) if carried out and implemented consistent with and after the prior authorization by vote of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws. In addition to the foregoing, and not by way of limitation, the powers and duties of the Board of Directors shall include: (a) Care, upkeep and surveillance of the Property and common elements and facilities, including the exterior of buildings; (b) Collection of assessments from the Owners, including addressing unpaid assessments under Article VI of the Declaration; (c) Designation and dismissal of the personnel, including the employment of a management company and contractors, necessary for the maintenance and operation of the Property, the common elements and facilities; (d) Collection of special assessments from the owners which are not a part of the regular assessments; (e) Filing 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) Maintaining the roster of unit owners with their addresses as may be required under the Declaration, these By-Laws, or the Act; (g) Designate areas within the common elements of the condominium, if any, for recreational and/or utility use by the Owners; (h) Administering the rules and regulations set forth in these By-Laws, and other rules and regulations adopted pursuant to these By-Laws and the Declaration; (i) Obtaining quotations for and purchase of property and casualty insurance insuring the

common elements of the Condominium as set forth in the Declaration; (j) Preparing and distributing to each Owner an annual budget prior to the annual meeting of the Association; and (k) adopting and publishing rules and regulations governing the use of the common elements and facilities and the Property, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

- 3.2 **NUMBER OF DIRECTORS.** The Board of Directors shall consist of five (5) persons, which is the number of Directors at the time of the adoption of these By-Laws. The Directors shall be elected for three (3) year terms each, with two Directors during two year and one Director elected during the other year, to better enable continuity of knowledge and operation of the Association. Directors shall be required to be an Owner, either directly or indirectly, of a Unit in order to be qualified to serve. In the event a Director is removed, automatically becomes ineligible because of a change in Unit Ownership, or resigns, then the remaining Board members shall elect a replacement Director who shall serve for the remainder of the predecessor's term. In the event that an election of Director is inadvertently not held at the annual meeting, then the Director shall continue to serve until the next election takes place or until a successor is duly elected and qualified.
- 3.3 **VACANCIES ON BOARD.** Vacancies on the Board of Directors shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until the expiration of that Directors term, even though an intervening annual meeting may occur before the annual meeting at which that class of Directors is to be elected.
- 3.4 **REMOVAL OF DIRECTORS.** At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed, with or without cause, by a majority of the votes of the membership present in person, by telephone, or by proxy, provided a quorum is in attendance. Notice of the proposed removal shall be required to be given. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. If a vote is cast in favor of removal, the Director shall be immediately removed and a successor may then and there be elected to fill the vacancy thus created.
- 3.5 **ANNUAL MEETING AND NOTICE.** An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of electing officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.
- 3.6 **REGULAR MEETINGS AND NOTICE.** The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution,

such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

- 3.7 **SPECIAL MEETINGS AND NOTICE.** Special meetings of the Board of Directors may be called by the President or by a majority of Directors on three (3) days prior written notice to each director, given personally, by mail, by telephone, or by electronic mail (provided that a Director has consented to notice by electronic mail), which notice shall state the time, place and purpose of the meeting.
- 3.8 **WAIVER OF NOTICE.** Before, at or after 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 a waiver by him or her of notice of the time and place thereof, unless the Director at the beginning of the meeting or promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Except as set forth in this Section, if all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.9 **QUORUM OF DIRECTORS – ADJOURNMENTS.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and 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. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. If a meeting is adjourned due to lack of quorum, and later rescheduled, the subsequent meeting shall allow for the transaction of any business that might have been transacted at the original meeting for which notice was given, as long as notice is given pursuant to Section 3.7 of these By-Laws.
- 3.10 **FIDELITY BONDS.** The Board of Directors may, but shall not be required to, require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV OFFICERS

- 4.1 **DESIGNATION, ELECTION AND REMOVAL.** The principal officers of the Association shall be a President, a Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The offices of Secretary and Treasurer may be held by the same person, but no person shall simultaneously hold more than one of any of the other principal offices. The Directors may appoint an Assistant Treasurer and/or an Assistant Secretary if deemed necessary, and neither of those officers shall be required to be Board members. 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. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting, called for that purpose.

- 4.2 **PRESIDENT.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.
- 4.3 **VICE PRESIDENT.** The Vice President shall take the place of the President and perform his or her 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 or her by the Board of Directors.
- 4.4 **SECRETARY.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; serve notices of the meetings of the Board of Directors and of the Association; keep all books and records of the Association other than books of account, including the Membership List described in Section 2.1C.; count votes at meetings of the Association; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.
- 4.5 **TREASURER.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the President or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Owners. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association.
- 4.6 **COMMITTEES.** The Board of Directors may appoint an Architectural Control Committee, as provided in Article VII of the Declaration, or shall in the absence of such a committee carry out the duties of such a committee

under Article VII. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

- 4.7 **LIABILITY OF DIRECTORS AND OFFICERS.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a Director or Officer of the Association, if such person: (i) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his or her own affairs; or (ii) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe to be true. The Association shall, to the fullest extent permitted under Wisconsin Corporation Law, indemnify its Directors and Officers. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

- 4.8 **COMPENSATION.** No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V OPERATION OF THE PROPERTY

- 5.1 **THE ASSOCIATION.** The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Act, the Declaration, the Articles of Incorporation and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$5,000.00 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services or a managing agent with respect to the administration and operation of the Condominium.

- 5.2 **RULES AND REGULATIONS.** The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall

conform to and abide by all such rules and regulations. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or by the Board of Directors, but in either case, by an affirmative majority vote at a meeting of the Association or the Board of Directors, at which a quorum is in attendance, provided such action has been included in the notice of meeting given to members; provided that no rule or regulation may be adopted or rescinded by the Board of Directors contrary to a resolution adopted by the members.

- 5.3 **COMMON EXPENSES.** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual budget for submission to and approval by the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be equally assessed against the Units. The assessments shall be made on an annual basis and shall be prorated and due and payable in monthly installments. If not paid on or before the due date, the assessment shall bear interest at twelve percent (12%) per annum, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

- 5.4 **BUDGET.** The annual operating budget may provide for two funds: (i) one of which shall be designated the "operating fund"; and (ii) one of which shall be designated the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, governmental charges and fees, similar municipal or district payments, water and sewer charges, insurance premiums, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting, paving, roofing, or renovation.

In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Owners. The reserve fund may also be used to discharge mechanics' liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit owner or owners responsible for any lien which is

paid by the Association, but not the obligation of the Association, shall be specially assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Owner, is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Owner responsible therefore. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Owners in subsequent years.

The annual budget shall be prepared by the Board of Directors thirty (30) days prior to the annual meeting. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit and shall furnish copies of the budget on which such common assessments are based to each member at the annual meeting. At the annual meeting, the majority vote of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the budget recommended by the Board of Directors.

5.5 **COMMENCEMENT OF PAYMENTS.** The installment of regular assessments for each and every Unit has already commenced and shall be due and payable on the first day of each month. Such monthly payments of common expenses shall be in accordance with the approved annual budget.

5.6 **DEFAULT AND LIENS.** All assessments, until paid, together with interest at twelve percent (12%) per annum and actual costs of collections (including actual attorneys' fees), constitute a lien on the Units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefore and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VI REPAIRS AND MAINTENANCE

6.1 **INDIVIDUAL UNITS.** Each Unit owner, at his, her or its sole expense, shall be responsible for keeping the interior of his, her or its Unit and all of its equipment, fixtures and appurtenances in order, condition and repair and in a clean and sanitary condition. Each Unit owner must perform or cause

to be performed all maintenance and repair work within his, her or its own Unit which, if omitted, would affect the Property in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining Owners, as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, patios, decks, porches, screens and screening, lighting fixtures, heating and air conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, water heaters, water softeners, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association or the Board of Directors may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association or as otherwise required by the Declaration.

- 6.2 **REPAIR AND MAINTENANCE EASEMENT.** An 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. The Board of Directors may have access to each Unit during reasonable hours as necessary for access to the common elements of the condominium, or for making emergency repairs therein as may be necessary to prevent damage to the common element or to the limited common elements or to a unit or units of the condominium. Damage to the interior of any part of a unit resulting from the maintenance, repair, emergency repair, or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense of all the owners; provided, however, that if such damage is the result of the negligence of an Owner, then such Owner shall be responsible for all of such damage. Access shall include but not be limited to the sump pump and related sump crock and outlet and smoke detectors and fire alarms.

- 6.3 **COMMON ELEMENTS AND FACILITIES.** The Association shall be responsible for the management and control of the Common Elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit owners are responsible, as provided in the Declaration and hereafter with respect to Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit owner, or the tenant, guest, occupant or agent of a Unit owner and not covered by

insurance, in which case such expense shall be charged and specially assessed to such Unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements (not including the Limited Common Elements):

- Routine painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs, periodic painting of exterior doors;
- All cleaning, painting, repair, restoration and general maintenance of the Common Elements;
- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required, to the extent not addressed by others; and
- Maintenance, repair or restoration of roads, walks, driveways, and parking areas which are a part of the Condominium or on easements for its benefit.
- Snow and ice removal with regard to roads, walks, and driveways (other than those in the Limited Common Elements) within the Condominium or on easements for its benefit.

6.4 **LIMITED COMMON ELEMENTS.** Each Unit owner, at his, her or its sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association. Every Unit owner shall have the right to decorate the Limited Common Elements appurtenant to his, her or its Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall first have the prior written approval of the Board of Directors of the Association.

6.5 **ASSOCIATION SERVICES.** The Association may provide any service or maintenance requested by a Unit owner or owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefore.

ARTICLE VII DUTIES AND OBLIGATIONS OF UNIT OWNERS

7.1 **RULES AND REGULATIONS.** The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

- A. **Use.** No Unit owner shall occupy or use his, her or its Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a residence.
- B. **Leases.** With respect to any Unit transferred sold or conveyed on or after January 1, 2021, Owners of Units in the Condominium may lease their Units to a party other than an immediate family member only pursuant to the following terms and conditions:
- The term of the lease shall be no less than six (6) months and not more than one (1) year and only during such time that the Owner is either absent due to an unexpected event limiting the Owner's ability to occupy the Unit or during a time that the Unit is for sale; provided that the Board of Directors may approve a one time extension for a similar period, if necessary;
 - The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association and the Board of Directors may require the lease to be on a prescribed form; and
 - Unless waived by the Board of Directors, prior to the beginning of the lease term, the owner must give the Board of Directors notice of the name and permanent address of the tenant and the term of the lease, in order to provide a secure environment for Unit Owners and their guests.
- C. **Animals.** No animals other than dogs, cats, fish or birds are permitted at the Property, including without limitation in any Unit, and shall also be subject to the following additional restrictions. No pets or animals of any kind shall be allowed in a Unit leased at any time; provided that a service guide dog may accompany a person who is blind or who has low vision and further provided that a service dog or cat may accompany a person if the service dog or cat is a properly registered dog or cat service animal and the occupant has a medically required need for a service animal as confirmed by a written letter from a medical doctor, or as otherwise required by law in order to comply with the Americans with Disabilities Act (ADA). With respect to any Unit transferred sold or conveyed on or after January 1, 2021, no pets or animals of any kind shall be allowed in a Unit leased at any time other than one (1) dog with a weight limit less than 40 pounds or one (1) cat, along with fish or birds; provided that a larger service guide dog may accompany a person who is blind or who has low vision and further provided that a larger service dog may accompany a person if the service dog is a

properly registered service animal and the occupant has a medically required need for a service animal as confirmed by a written letter from a medical doctor, or as required by law in order to comply with the Americans with Disabilities Act (ADA). All dogs and cats are to be controlled on a lead at all times and none shall ever be tied out to the buildings, railings, stakes, or trees, or any other manner where the owner is not in complete control of the animal.

- D. **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No Unit owner shall permit anything to be done or kept in his, her or its Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance.
- E. **Signs.** No party shall be permitted to erect any signs for any purpose whatsoever upon the Property or upon the exterior of a Unit, except for a "for sale" sign for purposes of advertising the sale of a Unit, provided that such exterior signs shall be reasonable in appearance, are of a size as is usual and customary within the neighborhood, and a sign permit has been obtained from the municipality if required.
- F. **Antennas, Temporary Structures.** No antennas for television or aerials or radios shall be installed or erected on any roof or any other portion of the Condominium unless by the Association.
- G. **Outdoor appearance.** No clothes, clothesline, hangers or other articles shall be placed or hung outdoors or from the windows of the buildings, or draped over railings, in the Common Elements or Limited Common Element. Owners, occupants, and visitors are prohibited from parking or storing boats, campers or trailers on outside surface parking areas for any period of time in excess of six (6) hours. 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. No repair work of any sort shall be undertaken by any Owner or occupant upon any type of motor vehicles, boats, campers or trailers, on any of the exterior surface parking areas.
- H. **Noxious and Illegal Activity.** No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.
- I. **Hanging of Items.** The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of the Unit

is prohibited, except for reasonable holiday decorations approved by the Board of Directors.

- J. **Alteration, Construction or Removal.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.
- K. **Installation of Items and Storage.** No exterior awnings, canopies, shutters, fixed grills or any other exterior equipment or fixtures of any kind shall be installed unless first approved by the Board of Directors. Common Elements and Limited Common Elements, including patios and balconies, shall not be used for storage of any kind.
- L. **Waste.** Unit owners shall keep their Units and Limited Common Elements appurtenant thereto clean and litter free. No garbage container shall be permitted to remain at the pickup site for more than twelve (12) hours after pickup. Accumulations of waste, litter, and garbage containers shall be situated only in locations designated by the Association. The Board of Directors shall require uniform waste receptacles if on the exterior of the Condominium. Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Unit owner shall indemnify and hold harmless the Association and each other Unit owner for the indemnifying Unit owner's failure to observe this Section.
- M. **Use of Common Elements.** Owners and occupants shall respect the rights of the others to privacy and freedom from undue noise and, therefore, shall limit family gatherings, cookouts or family recreational activities to those areas within the common elements and/or during time periods designated by the Board of Directors or the Association.
- N. **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration shall control.
- O. **Enforcement.** The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$100.00 per violation to be charged and assessed by the Association through the Board of Directors uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Each day of

violation after the first notice shall be a separate violation. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

- 7.2 **ASSOCIATION RULES.** The Association, acting through the Board of Directors, may approve and distribute to Owners additional rules and regulations, and amendments to such rules and regulations, approved, adopted amended or replaced by the Board of Directors from time to time pursuant to the procedures set forth in this Section and these By-Laws. All such rules and regulations shall be in writing and shall be distributed to the Unit owners no less than 30 days prior to the effective date of such rules and regulations. Notwithstanding the foregoing, the rules and regulations contained within these By-Laws may be amended only as an amendment to the By-Laws, as set forth below.

ARTICLE VIII GENERAL

- 8.1 **FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected by the Association.
- 8.2 **ADDRESS.** The mailing address of the Association shall be the address of the Secretary of the Association in Sheboygan, Wisconsin 53083, until such time as a new mailing address may be designated by the Association.

ARTICLE IX AMENDMENTS

- 9.1 These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative seventy-five percent (75%) vote of Owners.

ARTICLE X MISCELLANEOUS

- 10.1 **RECORD OF OWNERSHIP.** Every Unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his or her title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.
- 10.2 **MORTGAGES.** Any Unit owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of his, her or its mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.
- 10.3 **STATEMENT OF ASSESSMENTS.** The Board of Directors or Treasurer of the Association, at the written request of any mortgagee or any

prospective purchaser of any Unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such written request is received, subject to reimbursement of the reasonable fees relating to transfer of membership under Section 2.1(E).

10.4 **SUBORDINATION.** These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto, which shall control in case of any conflict. All terms herein shall have the same meaning as in the declaration.

10.5 **INTERPRETATION.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect and such provision shall be given the broadest possible interpretation to prevent invalidity.

Dated this 1st day of November, 2021, and made effective as of the date of the resolution of adoption by the Association, as confirmed by signature of its officers below.

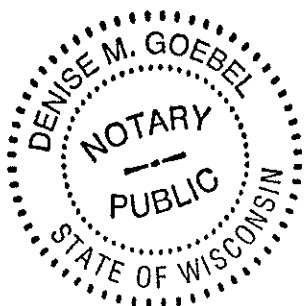
NORTHSHORE HOME OWNERS ASSOCIATION, INC.

By: Robert Gustafson
Robert Gustafson, President

By: Kim Whitaker
Kim Whitaker, Secretary

State of Wisconsin
County of Sheboygan

The foregoing instrument was acknowledged before me this November 1, 2021 by Robert Gustafson, President and Kim Whitaker, Secretary of Northshore Home Owners Association, Inc. a Wisconsin corporation.



Denise M. Goebel
Denise M. Goebel
Notary Public, Wisconsin
My commission expires 3-24-2025