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**WOODLAND FALLS CONDOMINIUM  
OWNERS' ASSOCIATION  
BY-LAWS**

**ARTICLE 1  
GENERAL PROVISIONS**

**Section 1.1 - Authority.** These By-Laws are adopted pursuant to the Condominium Ownership Act (the "Act") and Section 4.3 of the Declaration and are intended to govern the administration of the Association. These By-Laws shall be interpreted and applied so as to be consistent with the Act and the Declaration.

**Section 1.2 - Arbitration.** In the event the Association members or the Directors are unable to reach agreement with regard to any Association action, the matter shall be submitted to arbitration in accordance with Chapter 788 of the Wisconsin Statutes.

**Section 1.3 - Fiscal Year.** The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

**ARTICLE 2  
MEETINGS OF MEMBERS**

**Section 2.1 - Annual Meeting.** After the conveyance of one unit by the Declarant, an Association meeting shall be held at which the members shall establish the month and day of the annual meeting of the Association, which shall be held on the same day of the same month each year thereafter.

**Section 2.2 - Special Meetings.** Special meetings of the members may be called at any time by agreement of the two unit owners.

**Section 2.3 - Quorum.** The presence at the meeting of all members entitled to vote shall constitute a quorum for any action.

**Section 2.4 - Presiding Officers.** The voting members present at the meeting shall appoint a person to preside at the meeting and a person to keep the minute book.

**ARTICLE 3  
BOARD OF DIRECTORS**

**Section 3.1 - Directors.** The affairs of the Association shall be managed by a Board of two Directors. The owners of each unit shall have the right to appoint one Director. Both Directors shall be unit owners.

**Section 3.2 - Vacancy.** In the event of death or resignation of a Director, his successor shall be selected by the unit owner who first appointed the Director and shall serve for the unexpired term of his predecessor.

**Section 3.3 - Compensation.** No Director shall receive compensation for services rendered to the Association; however, a Director may be reimbursed for actual expenses incurred in the performance of duties. The Directors may agree in advance to reimburse a Director for the reasonable value of personal non-director services provided to the condominium.

**Section 3.4 - Action Taken Without A Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of both Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**Section 3.5 - Automatic Termination.** The term of a Director shall automatically terminate upon the transfer of ownership of the unit from which the Director was appointed. The new owner of the unit shall promptly appoint a new Director to serve the unexpired term.

**Section 3.6 - Contracted Services.** Upon unanimous agreement of the Directors, the Board may engage the services of a manager, managing agent or contract for other services as deemed necessary.

## **ARTICLE 4 ASSESSMENT FOR COMMON EXPENSES**

**Section 4.1 - Annual Budget.** Each year, at the annual meeting, the Association shall prepare and agree upon an annual budget for the Association. Each unit owner's assessment for the ensuing year, which may be made on a monthly basis, shall be based upon such budget. In addition to the normal operating expenses of the Association, the budget may provide for a reserve fund, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Association and for the protection of the common elements and units thereof. Failure or delay in the preparation of the annual budget shall not constitute a waiver of the unit owners' obligation to pay their proportionate share of the Association's financial obligations.

**Section 4.2 - Special Assessments.** In addition to regular assessments, the Association may levy special assessments for the purpose of defraying, in whole or part, the cost of special or unexpected expenses.

**Section 4.3 - Liens: Collection and Enforcement.** The provisions of the Act and the Declaration shall be controlling with respect to the establishment of the lien for unpaid assessments and with respect to the collection of assessments and the enforcement of liens.

**ARTICLE 5**  
**RULES AND REGULATIONS**

**Section 5.1 - Adoption.** The Association may adopt administrative rules and regulations governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and, to establish penalties for the infraction thereof. Such rules and regulations or any portion of such rules and regulations may be adopted, amended or rescinded by action of the Association.

**ARTICLE 6**  
**ASSIGNMENT OF COMMON AREAS**

**Section 6.1 - Assignment of Common Areas.** The Association may assign particular portions of the common elements for storage purposes, for garden plots, for patio areas or for other purposes for the exclusive use of the owners or lessees of either unit. Such assigned areas shall thereafter be designated as limited common elements.

**ARTICLE 7**  
**AMENDMENT**

**Section 7.1 - Amendment.** These By-Laws may be amended by unanimous written agreement of the Association members.

Dated: 3-19, 2025

K.K. St  
Kraig Sadownikow, Member