

AMENDED AND RESTATED BYLAWS

OF

STILLWATER CONDOMINIUMS

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Stillwater Condominium Association, Inc., and the Condominium Declaration of Stillwater Condominiums, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, (as amended, hereinafter called the "Declaration"), the following are adopted as the Bylaws of Stillwater Condominium Association, Inc. (hereinafter referred to as the "Association"), which is a non-profit corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These Bylaws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS VOTING AND MEETINGS

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

(a) Defined. Members shall be all unit owners and shall have one vote for each unit owned. Every unit owner upon acquiring ownership automatically becomes a member of the Association and remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

(b) One Membership 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 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 interest must be voted pursuant to the nomination contained in the Membership List. An owner shall be prohibited from voting if a condominium lien has been filed against the owner's unit.

(c) Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit and the person designated to cast the one 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 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 of the new owner, identification of unit, date of transfer, name of the person designated to vote, 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.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meeting shall consist of one-third (1/3) of votes entitled to vote. Votes may be cast in person, electronically (remotely through electronic means), or by proxy in accordance with designations in the Membership List. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may be filed via email or other electronic means. 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. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, emailed, or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on a date each year set by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally

hold office as set forth in Paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Member has a delinquent assessment account with the Association, that Member cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board.

3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association shall be governed 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. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.3 ELECTION AND TERM OF DIRECTORS. Directors shall be elected at the annual meeting and shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided. The terms of the directors shall be staggered, so that the term of one third (1/3) of the directors shall expire in each year.

3.4 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members 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 a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 REGULAR MEETINGS AND NOTICE. The annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Regular meetings of the Board of Directors shall be as set by the Board. Notice of the regular meetings and annual meeting of the Board of Directors shall not be required.

3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail or electronic means, 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 of notice by him of the time and place thereof. 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. Presence “in person” at a meeting may be via video or digital means if the Association has access to such technology. In addition, directors may attend meetings via conference call. 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. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 FIDELITY INSURANCE; DIRECTORS AND OFFICERS LIABILITY INSURANCE. The Board of Directors shall purchase fidelity insurance and directors’ and officers’ liability insurance as set forth in the Declaration.

3.11 COMPENSATION. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be provided by all of the directors entitled to vote with respect to the subject matter. Such consent may be provided electronically and shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. 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 successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person. Any officer duties may be delegated to the property manager at the discretion of the Board of Directors.

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 shall preside at all meetings of the Association and of the Board of Directors. He 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.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable 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 upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 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 as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted 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 has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 COMPENSATION. No 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 and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and 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, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities 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 contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto.

5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges 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 assessed and charged against the units and allocated among the members of the Association as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear compound interest at the rate set by the Rules and Regulations, and may bear late fees as set forth in the Rules and Regulations, until paid in full.

5.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting 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 either be charged against the reserve fund, or the directors may levy a further assessment which shall be charged to each owner in proportion to his ownership interest as set forth in the Declaration.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's 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 is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible thereof.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RULES AND REGULATIONS. The units and the common elements and facilities and limited common elements (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations of the Association, including the following:

- (a) USE. No unit to be occupied or used for any purposes other than a single family private residence.
- (b) OBSTRUCTIONS. There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior consent of the Association.
- (c) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons. No hazardous substances may be brought onto or stored at the Condominium Property.
- (d) SIGNS. No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of the Association. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from inside a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no sooner than ninety (90) days before the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.
- (e) ANIMALS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit owners may keep no more than two (2) animals per Unit; provided, however, that:
 - (i) The animal is not permitted on any of the Common Elements while unattended or unleashed;
 - (ii) The individual attending the animal immediately disposes of any and all of the animal's solid waste in the manner prescribed by the Association;
 - (iii) The owner of the animal complies with such rules of animal ownership as may be promulgated by the Association; and
 - (iv) The animal must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any animal is or

of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget.

At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised such revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 DEFAULT. 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 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 therefor, as provided by law and as set forth in detail in the Rules and Regulations, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee. Any payments received on delinquent accounts are applied in the following order: first to attorneys' fees and costs (if any), then to fines (if any), then to late fees and interest, and finally, to the assessments that are due and owing.

5.6 MANNER OF BORROWING MONEY. Upon the affirmative vote of a majority of the Board of Directors, the Association may borrow money for Association needs and assess unit owners according to their respective percentages a charge sufficient to cover monthly principal and interest amortization. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon the written consent of seventy-five percent (75%) or more of the unit owners, the Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of seventy-five percent (75%) of unit owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the unit owners according to their respective percentages.

becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Section or rules promulgated by the Association.

(v) Any and all costs of repairing damage caused by an animal shall be borne by its owner. In addition, any Unit Owner failing to comply with this Section shall be fined as set forth in the Rules and Regulations.

(f) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others. In addition, immoral, improper or illegal activity at the Condominium shall not be tolerated.

(g) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Board of Directors.

(h) 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 and contracts, declarations, and easements set forth and referenced therein shall govern.

(i) CLAIMS AND REMEDIES.

1. Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

2. Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in subsection (a) above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

3. Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the Rules and Regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's

fees and costs incident to the Unit Owner's failure to abide by the condominium documents. In addition, the Association shall establish a grievance procedure set forth in the Rules and Regulations.

6.2 MAINTENANCE AND REPAIR OF UNITS. Every unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owners shall be personally liable to the Association for any damages caused by his failure to do so.

6.3 LIMITED COMMON ELEMENTS. Every unit owner must maintain the limited common elements appurtenant to his unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon 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 unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association and/or are within the Rules and Regulations set by the Board.

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the common and limited common elements or facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

ARTICLE VII

LEASING RESTRICTIONS, OWNER OCCUPANCY REQUIREMENTS

7.1 Owner Occupancy Requirement. Units must be occupied by the titleowner of the Unit (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

7.2 Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this Article VII and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other

than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

7.3 Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

- (a) The lease must be in writing;
- (b) The lease must be for the entire Unit;
- (c) The lease must be for a term of at least six (6) but no more than twelve (12) months;
- (d) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;
- (e) No animals will be allowed without written approval from the Board;
- (f) A copy of the lease must be provided to the managing agent no less than 10 days prior to its execution; and
- (g) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any rules and regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation, and have twenty (20) days from the mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

7.4 Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as Airbnb and VRBO are expressly prohibited. If a unit owner advertises his unit on a short term rental site or otherwise, such advertising shall be a violation of this section.

ARTICLE VIII

GENERAL

8.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

8.2 SEAL. The Board of Directors may provide a corporate seal which may be circular in form and have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

ARTICLE X

MISCELLANEOUS

10.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

10.2 MORTGAGES. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee if the same is requested in writing by the Board of Directors. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects the material portion of the property or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- (d) Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

The Association shall be required to make available to unit owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

10.3 BOOKS OF RECEIPTS AND EXPENDITURES; AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours as set forth in more detail in Wis. Stats. Chapter 181.

10.4 INDEMNITY OF OFFICERS AND DIRECTORS. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article X contained shall be deemed to obligate the Association to indemnify and member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Article and Bylaws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

10.5 SUBORDINATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the

laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

10.6 INTERPRETATION. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owner.

10.7 ASSOCIATION MAILING ADDRESS. The mailing address of the association is its principal office as listed on file with the Wisconsin Department of Financial Institutions.

- End of Bylaws -

2322643

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

RETURN TO:

Attorney Martin S. Shepard
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

PARCEL IDENTIFIER NUMBER:

ARTICLES OF INCORPORATION
OF
STILLWATER CONDOMINIUM
ASSOCIATION, INC.
(A Non-Stock, Non-Profit
Corporation)

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE INAME

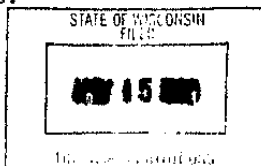
The name of the corporation shall be Stillwater Condominium Association, Inc.

ARTICLE IIPERIOD OF EXISTENCE

The period of existence of the corporation shall be perpetual.

ARTICLE IIIPURPOSES

The purposes for which this corporation is organized are as follows:



WI - DFI CORP
FILE ID# →

S052616

2322643

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
RECORDED ON

98 MAY 27 AM 10:04
REEL 2665 MAG 0108

REGISTER OF DEEDS

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Stillwater Condominiums, as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

POWERS

The corporation shall have all the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent, not inconsistent with the Condominium Ownership Act, or the Declaration, or the Bylaws, including without limitation, the following:

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the Bylaws and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

ARTICLE V

MEMBERS

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the Bylaws of the corporation.

ARTICLE VI

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office shall be 18345 West Bolter Lane, Brookfield, Wisconsin 53045. The name of its initial registered agent at that address is Donald F. Nitschke.

ARTICLE VII

DIRECTORS

The number of the directors of the corporation shall be fixed in the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the Bylaws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Donald F. Nitschke
18345 West Bolter Lane
Brookfield, Wisconsin 53045

Marian R. Nasgovitz
18345 West Bolter Lane
Brookfield, Wisconsin 53045

Kristal Nitschke
18345 West Bolter Lane
Brookfield, Wisconsin 53045

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of this corporation is:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brockfield, Wisconsin 53005

ARTICLE IX

STOCK, DIVIDENDS, DISSOLUTION

The corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

AMENDMENT

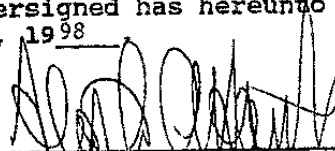
These Articles may be amended in the manner provided by law at the time of amendment.

ARTICLE XI

RECORDING

These Articles shall be recorded in the Register of Deeds office for Waukesha County.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand
this 23rd day of April, 1998



STEPHEN A. HARTMAN

On this 23rd day of April, 19 98, personally appeared before me the above-named Stephen A. Hartman, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.


SUSAN M. BARTOS
Notary Public, State of Wisconsin
My Commission: August 23, 1998

This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

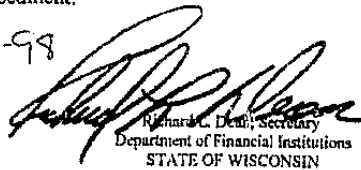
REEL 2665

MA0114

I CERTIFY that the attached copy has been compared by
me with a document on file with this Department and
that it is a true copy thereof, and that I am the legal
custodian of said document.

DATE: 5-15-98

BY: KC


Richard C. Deane, Secretary
Department of Financial Institutions
STATE OF WISCONSIN

**STILLWATER CONDOMINIUM
ASSOCIATION, INC.**

**RULES,
REGULATIONS
&
ENFORCEMENT PROCEDURES**

Updated August, 2020

The Board of Directors and Management would like to welcome you to STILLWATER CONDOMINIUM ASSOCIATION, INC. We are pleased that you have chosen to reside at STILLWATER CONDOMINIUM ASSOCIATION, INC. and hope that you will enjoy your home.

Condominium living is very different than living in a private residence and the changes may require adjustment for some individuals. Rules governing the day-to day use of the property have been adopted by the Board of Directors as detailed in this booklet. All residents are subject to all provisions of the Condominium Declaration, Bylaws, and these Rules. At times, these documents or actions taken by the board might not be in direct accord with actions that an Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners at STILLWATER CONDOMINIUM ASSOCIATION, INC. pay a monthly assessment to cover the expense of major functions that are performed for the benefit of all Owners and Residents. The fee includes such things as lawn care, landscaping, snow removal, exterior building maintenance and professional management services. Whenever work is done by volunteers, the Association saves money. Although we pay a manager to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the Owners. STILLWATER CONDOMINIUM ASSOCIATION, INC. thrives on the help of volunteers. Members of the Board of Directors and committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All Owners should be aware of their responsibility to volunteer some of their time and talent to the Association.

If you have questions, concerns or want to volunteer to help in some way, please contact our property manager, Ms. Sara Moker, at Elite Properties, Inc.

1. Signs and Banners. No signs, banners or flags (excluding the U.S. Flag – see Rule 15 below) plaques, or attachments of any kind shall be erected within or on the common elements, including political signs (which may be displayed in residence window only as set forth in the Bylaws) or Limited Common Elements without the written consent of the Board of Directors. This restriction also applies to “For Sale” signs placed in vehicles parked on any Condominium roads or driveways. Real Estate signs are limited to a single sign on the front lawn of the property. An informational box for flyers may be attached to the pole. No banners or flags in addition to the “For Sale” sign are allowed. An “Open House” sign, smaller in size than the “For Sale” sign may be placed next to the “For Sale” sign during the hours of the open house. Any directional or open house signs must be smaller than the “For Sale” sign, and may only be displayed during the open house. Open house signs at the entrance should only be placed in the right of way of Hwy. 164. “For Sale” signs must be removed within 5 days of the date of the closing on the sale of the property.
2. Vehicles shall be parked only in garages or driveways serving the unit. No vehicles may be parked on the streets overnight without prior Board approval. No commercial vehicles, equipment, trailers (including camper and boat), RVs, or inoperable vehicles may be parked outside the garage. Boats, campers, trailers and RVs maybe parked in the driveway

only for loading or unloading, and may not be parked overnight. Any damage resulting from the boat, camper, trailer or RV being on the driveway or street is the responsibility of the owner. No car repairs are allowed outside of the garage.

3. Permitted animals are those set forth in the Bylaws. No livestock or other animal may be kept on the property. No breeding or commercial activity involving animals is permitted. Animal owners shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their animals. All animals outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal. Animals shall not be left unattended outside of a Unit. No dog runs or outside fencing are allowed.
4. Limited Common Elements must be maintained in clean and proper condition. Residents are responsible for watering the lawns, trees and plantings adjacent to their unit, and the removal of snow up to 1" in depth. Any costs of replacement, repair or liability are the responsibility of the resident if a result of resident neglect. Nothing can be stored outside the unit that is considered unclean, untidy or unsightly. Common barbeque or patio furniture, if maintained, is allowed. Barbeque grills are not permitted in the mulch area and must not be visible from the street when not in use. Grill covers must blend with the surroundings. Nothing is permitted in the lawn area, driveways (with the exception of a reasonable number of flower pots) on the sidewalks or allowed to be attached to the front pole lights.
5. Residents may conduct business activity within their Unit so long as the activity (a) is not detectable by sight, sound, or smell from outside the unit, (b) conforms with zoning, (c) does not create any safety threat, and (d) does not disrupt other unit owners as may be determined at the sole discretion of the Board of Directors.
6. Low voltage lighting is permitted if placed in existing flower/mulch beds, along the sidewalk. Holiday lighting and decorations are permitted beginning November 21 and must be removed by January 30. No decorative items, such as snowmen, pumpkins, etc. may be placed over the outside lighting fixtures at any time. Any damage resulting from the installation of the lighting or decorations will be the responsibility of the resident.
7. No garbage cans, tanks, pools, basketball hoops, play equipment/toys may be left outside, and no other recreational equipment maybe installed on the Common Elements or the Limited Common Elements.
8. No in ground sprinkler or irrigation systems may be installed without prior Board of Directors approval.
9. Drainage swales and ditches cannot be modified. All landscaping maintenance and/or alterations are at the direction of the Board of Directors.
10. No window air conditioning units are permitted.
11. Ponds are not to be used for swimming, fishing, boating, ice-skating or any other use. It is the sole responsibility of the responsible adult, relative or otherwise to keep children away from the water. By purchasing a unit, buyer indemnifies and holds harmless the Stillwater

Condominium Association, Declarant and all other third parties with respect to any damage or injury incurred resulting from the ponds and creeks on the property.

12. No exterior alterations, additions or modifications (including painting) of the Common Elements or Limited Common Elements is allowed except as approved by the Board of Directors.
13. No noise, including that of pets, music or tools, shall disturb other residents.
14. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:
 - (a) Owners must notify the Board in advance of installing a satellite dish or antenna.
 - (b) No satellite dishes or antennas may be placed in the common area. Satellite dishes shall be placed in the back of the unit, on the patio/deck area.
 - (c) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
 - (d) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the back or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).
 - (e) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.
15. Vines, trellises, and any other items that attach to the building are not permitted. Likewise, rocks, statues, birdbaths etc. may not be placed in the Common Elements or Limited Common Elements where their placement interferes with landscape maintenance. A well maintained U.S. Flag with a pole not exceeding 72 inches in length, and the flag no larger than 36 inches by 60 inches may be attached to the garage door framing. Patio awnings either manual or motorized are subject to Board of Directors approval, which must be obtained in writing before such awnings may be installed. Hanging baskets may only be attached to the fascia board, soffit (into rafter) or under the deck apron. Any damage resulting from the installation of an unauthorized or authorized item will be the responsibility of the resident.
16. Placement of Sheppard's crooks, small figurines, bird baths and yard decorations in muted colors are allowed with the following restrictions:

- (a) Sheppard's crooks may not extend more than 84 inches above the ground and may hold not more than four (4) items such as hanging baskets or bird feeders.
- (b) Small figurines, bird baths and yard decorations may be placed in the mulched area only, and not be offensive to neighboring residents.
- (c) Flower pots placed on either side of the driveway and/or on the front porch must not create an unsafe situation (interfere with access to the walk or porch). Any flower pots on the drive or walk must be removed before winter or the first snow, whichever occurs first.

17. Solar Panel Installation Policy.

- (a) The Association allows the installation of Solar Panels or Solar Collectors ("Panels") subject to the reasonable direction and discretion of the Board. Prior to the installation of any Panel, the written consent of the Board must be obtained.
- (b) Panels shall not be installed on patio or deck railings and the Association may determine the specific location on the roof where the Panels may be installed within an orientation to the south or within 45 degrees east or west of due south;
- (c) Owner of the unit seeking the installation of the Panels shall:
 - (i) Obtain lien waivers before making payments on any installation;
 - (ii) Maintain and repair all solar panels installed; and
 - (iii) Indemnify, defend and hold the Association harmless for any damages, including reasonable attorney fees and costs of litigation, caused by the installation, maintenance, repair or removal of the Panels.
- (d) Should Owner fail to maintain or repair the Panels, after 30 days' notice, then the Association may maintain, repair or remove the Panels at Association's option and assess the cost thereof to the Owner.
- (e) If the Panels are causing damage or will cause damage to the Association or another Unit, then only limited notice is required, which depending on the circumstances, could be no notice.

18. Camera/Video Doorbell Installation and Use Policy.

- (a) The Association in general allows the installation of camera door bells and surveillance cameras in those situations and places where the security of either people or property would be enhanced, subject to the prior written consent of the Board. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies.

- (b) Cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law.
- (c) Purpose. The purpose of this policy is to regulate the use of surveillance cameras to protect the legal and privacy interest of the Association, its members and guests.
- (d) Rules. The function of surveillance cameras is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any camera used on the property is subject to the following:
 - (i) The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations.
 - (ii) Any images or recordings from cameras located on the exterior of any unit or which captures images outside of units shall be available to the Board on request;
 - (iii) All images or recordings must be maintained by the unit owner or resident for a period of at least 7 days;
 - (iv) If an incident occurs that is substantiated with surveillance camera data and a member, resident or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board or the property manager by the unit owner or resident who owns or controls the camera.

19. Social Media Use Policy.

- (a) The Association has adopted this policy to provide guidance to our manager, residents and owners on the use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.
- (b) PROCEDURES. The following principles apply to professional use of social media on behalf of Association as well as personal use of social media when referencing Association. Managers, directors, officers and employees need to know and adhere to the following:
 - (i) The Association maintains the right to observe content and information made available on social media;
 - (ii) Directors, officers, managers and employees shall not post any material that is inappropriate or harmful to the Association, its members, residents or employees;
 - (iii) Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are

defamatory, pornographic, proprietary, harassing, libelous, confidential or that can create a hostile work environment.

- (iv) If any director, officer, employee or manager encounters a situation while using social media that threatens to become antagonistic, they should disengage from the dialogue in a polite manner and seek the advice of the Board, the manager or the association attorney as appropriate.
- (v) Subject to applicable law, after - hours online activity that violates this policy or any other Association policy may subject the director, officer, manager or employee to disciplinary action or termination.
- (vi) Directors, officers, managers and employees shall keep Association related social media accounts separate from personal accounts.

20. Communication, Harassing Behaviors.

- (a) Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at the property manager, its agents, its employees, or vendors.
- (b) Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors; the Board, or other Stillwater residents.
- (c) Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.
- (d) If a question has been asked and answered and is still being asked, that will be construed as excessive.
- (e) If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.
- (f) In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

21. Electric Vehicles. If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the Owner/Occupant may not charge the vehicle from common electric outlets. Electric vehicles may only be charged at an outlet tied to the meter associated with the Owner/Occupant's Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle.

22. Drones. Drones are strictly prohibited in the Common Areas of the condominium property, unless prior approval has been sought and obtained by the Board of Directors.

23. Conflict of Interest Policy.

- (a) Purpose of Policy. The purpose of this Conflict of Interest Policy is to avoid any conflict of interest that would improperly and adversely impact the actions of the Association Board of Directors, its President or other Covered Persons (as defined below) and to avoid any appearance of conflict of interest.

Conflicts of interest occur when multiple loyalties may pull a person who is in a position to influence a decision toward opposite courses of action; for example, if a Board Member were to vote on a decision that may result in personal or professional gain for the Board Member, their business, their spouse, or a family member. This Conflict of Interest Policy is intended to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might affect the private financial or other interest of a "Covered Person" as defined below. No policy can cover every possible situation, but the objective of this Policy is to provide guidance that will enable the Board of Directors to identify potential conflict situations and address them so that the Board's decision-making process is not compromised. The Policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit organizations.

- (b) Scope or Covered Persons. The Association's conflict of interest policy shall apply to the following persons ("Covered Persons"): Members of the Board of Directors and officers as defined below. In addition, the members of the Board of Directors and the Board President, in their discretion, may elect to extend the principles and procedures set forth in this Policy to additional Association employees and agents when they reasonably deem such extension to be in the best interest of the Association.

(c) Definitions.

- (i) Conflict of Interest. Generally, a conflict of interest may occur if an interest or activity influences or appears to influence the ability of a covered person to exercise objectivity or impairs a covered person's ability to perform his or her responsibilities in the best interests of the association.

- (ii) Covered Person. Without limitation, a covered person is considered to have a potential conflict of interest when: (a) a covered person or any family member or any controlled entity may receive a financial or other significant benefit as a result of the individual's position on the board of directors; and/or (b) a covered person has the opportunity to influence the association's business, administrative or other material decisions in a manner that leads to personal gain or advantage for the covered person or any family member or for any controlled entity; or (c) a covered person has

an existing or potential financial or other significant interest that impairs or might appear to impair the individual's independence in the discharge of his or her duties to the association.

- (iii) Controlled Entity. A "controlled entity" is one in which a covered person serves as officer, board member, key employee or greater than 35% owner, when the interest of the covered person and family members are taken into account.
- (iv) Family Member. A "family member" includes all of the following for a covered person: spouse, domestic partner, ancestors, child (whether natural or adopted), brother or sister (whether whole or half-blood), grandchildren, great-grandchildren and spouses of brothers, sisters, children, grandchildren and great-grandchildren.
- (v) Officer. An "officer" is a person appointed to manage the association's daily operations, including the board president, vice president(s), treasurer and secretary.

(d) Procedures.

- (i) Duty to Disclose. In connection with any actual or possible conflict of interest, any covered person must disclose the existence of their financial or other interest that gives rise to a potential conflict of interest. This includes disclosing all material facts to the board of directors, officers, president or other persons with delegated powers considering the proposed transaction or arrangement before any vote or action is taken. On a matter where there is a potential conflict or perception of conflict, covered persons shall err on the side of disclosure, rather than risk an inappropriate failure to disclose.
- (ii) Determining Whether a Conflict of Interest Exists. After disclosure of the interest and all material facts, and after any discussion with the covered person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- (iii) Procedures for Addressing the Conflict of Interest:
 - If the Board, committee or the President has reasonable cause to believe a Covered Person has failed to disclose actual or possible conflicts of interest, it shall inform such Covered Person of the basis for such belief and afford the Covered Person an opportunity to explain the alleged failure to disclose.
 - If, after hearing the Covered Person's response and after making further investigation as warranted by the circumstances, the Board, committee or President determines the Covered Person has failed to

disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(e) Special Situations.

- Confidential Information. Confidential Information learned by Covered Persons in the course of their service of the Association shall be held in confidence and not disclosed to others nor used for personal gain without the prior consent of the Association.
- Gifts. As a general rule, Covered Persons may not receive or offer any gift or anything else of significant value for the purpose of influencing the actions of the Association or the Covered Person. Gifts received from vendors, suppliers, consultants and grantees as part of normal business practice must be declined or given to the Association. This guideline is not intended to prohibit normal business practices such as meeting over meals, corporate items given at conferences or token hosting gifts, so long as they are of nominal and reasonable value and promote the Association's legitimate interests. Any questions regarding special situations should be referred to the Association's President.

24. Collection Policy.

- (a) The regular monthly assessments are due on the first day of each month.
- (b) Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
- (c) Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
- (d) All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
- (e) The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
- (f) In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g., insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.
- (g) No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed

to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

- (h) A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compound rate of 1.5% per month until paid.
 - (i) The basic collection system of the Board shall be as follows:
 - (ii) At 15 days past due, a board member or the property manager may call the delinquent owner;
 - (iii) At 30 days past due, a past due notice may be sent;
 - (iv) At 45 days past due, a second past due notice may be sent; and
 - (v) At 60 days past due, the matter may be referred to the attorney for collection.
 - (i) An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.
 - (j) Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

25. Rules Enforcement and Grievance Procedure.

- (a) Enforcement. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
 - (i) **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

- (ii) **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- (iii) **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- (iv) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00)** shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 - (1) The violation is in direct defiance of a previous mandate from the Board of Directors.
 - (2) The violation was malicious in its intent.
 - (3) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - (4) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (*i.e., if alterations are made that cannot be restored to their original state*).
- (b) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
- (c) Attorney Fees.
 - (i) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - (ii) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.

This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

- (d) Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
- (e) **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**
 - (i) The Grievance Committee shall consist of two (2) Board members and three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
 - (ii) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.
 - (iii) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
 - (iv) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
 - (v) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - (1) A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 - d. The hearing shall be divided into two (2) sections:
 - i. The hearing.
 - ii. The determination and decision.

- iii. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
- iv. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
- v. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
- vi. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
- vii. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- viii. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
 - 1) The award was procured by corruption, fraud or undue means;
 - 2) There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - 3) The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

- 4) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

26. Anti-Discrimination Anti-Harassment Policy.

The Association is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

The Policy of the Association

It is the policy of the Association that discrimination of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

- (a) For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

"Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

"Hostile environment" harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

- (b) For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

Application of This AD-AH Policy

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.
- This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.
- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.
- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

Procedures

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

Item	Association				Homeowner		
	Maint.	Repair	Replace		Maint.	Repair	Replace
Air conditioner, venting and components					X	X	X
Added modifications to unit					X	X	X
Bathtub					X	X	X
Bathroom Vent, venting and components					X	X	X
Cabinets, all rooms					X	X	X
Ceiling fans					X	X	X
Chimneys (structure)	X	X	X				
Chimney Cleaning					X	X	X
Critters & pests					X	X	
Deck boards					X	X	X
Deck Railings	X	X	X				
Deck Posts/Footings	X	X	X				
Dishwasher					X	X	X
Doorbell					X	X	X
Driveway (Note 1)	X	X	X				
Dryer, venting and components					X	X	X
Drywall cracks					X	X	
Main Electrical line into the unit	X	X	X				
Electrical wiring servicing unit					X	X	X
Fireplace					X	X	X
Floor coverings					X	X	X
Front door					X	X	X
Front door interior staining					X	X	
Furnance, venting and componets					X	X	X
Garage door (Note 3)					X	X	X
Garage door opener					X	X	X
Garage door weather stripping					X	X	X
Garbage disposal					X	X	X
Gutter & downspouts (Note 5)	X	X	X				
Irrigation system					X	X	X
Lawn (Note 2)	X	X	X				
Light fixture, front door					X	X	X
Light bulb, front door							X
Light fixture, garage	X	X	X				X
Light bulb, o/s garage							X
Light fixture, patio/deck					X	X	X
Light bulb, patio/deck							X
Light fixture, post & bulb	X	X	X				
Light fixture electrical wiring					X	X	X
Mailbox	X	X	X				
Microwave					X	X	X
Painting, interior					X	X	X
Painting, exterior	X	X	X				
Patio/deck doors					X	X	X
Patios (Note 3)		X	X		X		
Plugged drains					X	X	
Main Plumbing to building	X	X	X				
Plumbing servicing unit					X	X	X
Refrigerator					X	X	X
Roof	X	X	X				

Item	Association				Homeowner		
	Maint.	Repair	Replace		Maint.	Repair	Replace
Satellite dish					X	X	X
Screens for window and doors					X	X	X
Shower					X	X	X
Shrubs and trees (Note 4)	X	X	X				
Sidewalks & stoop (Note 4)	X	X	X				
Siding (Note 4)	X	X	X				
Sinks					X	X	X
Smoke detectors					X	X	X
Snow removal	X	X					
Storm door front entrance (Note 3)					X	X	X
Storm door garage entrance					X	X	X
Street maintenance	X	X	X				
Toilets					X	X	X
Thermostats					X	X	X
Vent Cleaning (Exterior/Interior)					X	X	X
Washer					X	X	X
Water heater					X	X	X
Water Spigots					X	X	X
Watering, lawn, shrubs, trees					X	X	
Window glass					X	X	X
Window/Frame replacement					X	X	X
Windows, interior staining					X	X	

Note 1 Any damage from RV's, trailers or trucks, ect. are homeowner responsibility.

Note 2 Damage or replacement caused by lack of watering and/or over watering is homeowner responsibility.

Note 3 Board approval is need before a change or replacement is made.

Note 4 Damage or replacement resulting from neglect is homeowner responsibility.

Note 5 Proper requests required. See policy.

Please note that any Repairs and/or Replacements will not be done due to beautification or preference.

Repair and Replacement to these items will only be done if unable to operate

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the □ icon) or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

Condominium Name: Stillwater Condominium

How is the condominium association managed?

- What is the name of the condominium association? Stillwater Condominium Association, Inc.
- What is the association's mailing address? c/o Elite Properties, Inc., 700 Larry Court, Waukesha, WI 53186
- How is the association managed?
 - ☐ By the unit owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Elite Properties Inc. (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? 700 Larry Court, Waukesha, WI 53186; Office: 262.373.1777, Fax: 262.373.1731; Website: www.elitprop.org
- For specific information about the management of this association, see Articles of Incorporation, Article IV; Seventh Amended and Restated Declaration Section 9, 9.3; Amended and Restated Bylaws, Article V, 5.1

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 4
- How many outside? 2 (in front of garage)
- How many inside? 2 (garage) [check all that apply]
 - ☐ Common element
 - ☒ Limited common element (in front of garage)
 - ☒ Included as part of the unit (garage)
 - ☐ Separate nonvoting units
 - ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
☒ No
☐ Yes, in the amount of \$_____ per _____
☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
☐ No
☒ Yes - Where? Plat
- Are parking spaces assigned to a unit by deed?
☐ No
☒ Yes
- Can parking spaces be transferred between unit owners?
☒ No
☐ Yes
- What parking is available for visitors? Garages or driveways only
- What are the parking restrictions at this condominium? Vehicles shall be parked only in garages or driveways serving the unit. No vehicles may be parked on the streets overnight without prior Board approval. No commercial vehicles, equipment, trailers (including camper and boat), RVs, or inoperable vehicles may be parked outside the garage. Boats, campers, trailers and RVs may be parked in the driveway only for loading or unloading, and may not be parked overnight. Any damage resulting from the boat, camper, trailer or RV being on the driveway or street is the responsibility of the owner. No car repairs are allowed outside of the garage.
- For specific information about the parking of this condominium, see Seventh Amended and Restated Declaration, Section 6, 6.2; Rules & Regulations, No. 3

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? No reptiles or uncages birds are permitted.
- Dogs, cats or small household pets such as fish or small birds
- What are some of the major restrictions and limitations on pets? No more than two (2) animals per Unit. No livestock or other animal may be kept on the property. No breeding or commercial activity involving animals is permitted. Animal owners shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their animals. All animals outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal. Animals shall not be left unattended outside of a Unit. No dog runs or outside fencing are allowed.
- For specific information about the condominium pet rules, see Amended and Restated Bylaws, Article VI, 6.1(e); Rules & Regulations, No. 3

May I rent my condominium unit?

- Are unit rentals allowed? ☒ No ☐ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Units must be occupied by the title owner of the Unit. The Board of Directors shall have the authority to allow a Unit

to be leased upon the request of a Unit Owner if it determines, in its sole, discretion, that enforcement would result in an unreasonable hardship upon the Unit Owner. No rooms in any unit may be rented and no transient tenants allowed.

- For specific information about renting units at this condominium, see Seventh Amended and Restated Declaration Section 12; Amended and Restated Bylaws, Article VII

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☒ No ☐ Yes
- If yes, what are the major amenities and features? _____
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
☒ No
☐ Yes - What is the cost? \$ _____
- For specific information about special amenities, see N/A

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair the unit and all of its equipment, fixtures and appurtenances. Each Unit Owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit.
- For specific information about unit maintenance and repairs, see Seventh Amended and Restated Declaration, Section 10.2; Amended and Restated Bylaws, Article VI, Section 6.2

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair.
- How are repairs and replacements of the common elements funded?
☐ Unit owner assessments
☐ Reserve funds
☒ Both
☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Seventh Amended and Restated Declaration, Section 10.1; Amended and Restated Bylaws, Section 6.3

- How are repairs and replacements of the limited common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other (specify): _____
- Limited common element maintenance, repairs and replacement is performed as follows:
The Unit Owner must maintain the limited common elements appurtenant to his unit in clean and proper condition, for keeping the area in a good, clean, sanitary and attractive condition. Seventh Amended and Restated Declaration, Section 10.2; Amended and Restated Bylaws, Article VI, Section 6.3

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No Is there a Statutory Reserve Account? ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see By-Laws Section 5.4
- Reserve Account balance: \$603,800.30, as of the date this Executive Summary was prepared.

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
 - ☒ Not applicable (no developer-owned units)
 - ☐ No
 - ☐ Yes - In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
 - ☒ No
 - ☐ Yes - Describe these provisions: _____
- For specific information about condominium fees during the developer control period, see N/A

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? _____
- When does the expansion end? It has ended.
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: No structural alterations may be made to any unit without written consent of the Association.
- Describe the rules, restrictions and procedures for enclosing limited common elements: No change may be made to the exterior of any building or any common or limited common element without written consent of the Association.
- For specific information about unit alterations and limited common element enclosures, see Seventh Amended and Restated Declaration, Section 10, 10.3

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Articles of Incorporation, Article X; Seventh Amended and Restated Declaration, Section 20; Amended and Restated Bylaws, Article IX

Other restrictions or features (optional): _____

Does the Association have the right of first purchase:

- ☒ No
☐ Yes

Does the Association charge a transfer fee:

- ☒ No
☐ Yes. If so, how much? Two (2) month's installments of regular annual assessments; Seventh Amended and Restated Declaration, Section 9, 9.5

Does the Association charge a disclosure material fee:

- ☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or \$50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

- ☐ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? \$_____
☒ Other (specify): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a \$25.00 charge.

This Executive Summary was prepared on January 31, 2021 (insert date)By: Attorney Lydia J. Chartre (state name and title or position).

*Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units).
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units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

AMENDED AND RESTATED BYLAWS

OF

STILLWATER CONDOMINIUMS

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Stillwater Condominium Association, Inc., and the Condominium Declaration of Stillwater Condominiums, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, (as amended, hereinafter called the "Declaration"), the following are adopted as the Bylaws of Stillwater Condominium Association, Inc. (hereinafter referred to as the "Association"), which is a non-profit corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These Bylaws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS VOTING AND MEETINGS

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

(a) Defined. Members shall be all unit owners and shall have one vote for each unit owned. Every unit owner upon acquiring ownership automatically becomes a member of the Association and remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

(b) One Membership 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 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 interest must be voted pursuant to the nomination contained in the Membership List. An owner shall be prohibited from voting if a condominium lien has been filed against the owner's unit.

(c) Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit and the person designated to cast the one 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 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 of the new owner, identification of unit, date of transfer, name of the person designated to vote, 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.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meeting shall consist of one-third (1/3) of votes entitled to vote. Votes may be cast in person, electronically (remotely through electronic means), or by proxy in accordance with designations in the Membership List. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may be filed via email or other electronic means. 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. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, emailed, or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on a date each year set by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally

hold office as set forth in Paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Member has a delinquent assessment account with the Association, that Member cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board.

3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association shall be governed 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. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.3 ELECTION AND TERM OF DIRECTORS. Directors shall be elected at the annual meeting and shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided. The terms of the directors shall be staggered, so that the term of one third (1/3) of the directors shall expire in each year.

3.4 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members 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 a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 REGULAR MEETINGS AND NOTICE. The annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Regular meetings of the Board of Directors shall be as set by the Board. Notice of the regular meetings and annual meeting of the Board of Directors shall not be required.

3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail or electronic means, 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 of notice by him of the time and place thereof. 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. Presence “in person” at a meeting may be via video or digital means if the Association has access to such technology. In addition, directors may attend meetings via conference call. 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. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 FIDELITY INSURANCE; DIRECTORS AND OFFICERS LIABILITY INSURANCE. The Board of Directors shall purchase fidelity insurance and directors’ and officers’ liability insurance as set forth in the Declaration.

3.11 COMPENSATION. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be provided by all of the directors entitled to vote with respect to the subject matter. Such consent may be provided electronically and shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. 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 successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person. Any officer duties may be delegated to the property manager at the discretion of the Board of Directors.

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 shall preside at all meetings of the Association and of the Board of Directors. He 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.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable 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 upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 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 as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted 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 has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 COMPENSATION. No 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 and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and 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, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities 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 contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto.

5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges 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 assessed and charged against the units and allocated among the members of the Association as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear compound interest at the rate set by the Rules and Regulations, and may bear late fees as set forth in the Rules and Regulations, until paid in full.

5.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting 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 either be charged against the reserve fund, or the directors may levy a further assessment which shall be charged to each owner in proportion to his ownership interest as set forth in the Declaration.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's 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 is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible thereof.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RULES AND REGULATIONS. The units and the common elements and facilities and limited common elements (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations of the Association, including the following:

- (a) USE. No unit to be occupied or used for any purposes other than a single family private residence.
- (b) OBSTRUCTIONS. There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior consent of the Association.
- (c) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons. No hazardous substances may be brought onto or stored at the Condominium Property.
- (d) SIGNS. No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of the Association. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from inside a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no sooner than ninety (90) days before the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.
- (e) ANIMALS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit owners may keep no more than two (2) animals per Unit; provided, however, that:
 - (i) The animal is not permitted on any of the Common Elements while unattended or unleashed;
 - (ii) The individual attending the animal immediately disposes of any and all of the animal's solid waste in the manner prescribed by the Association;
 - (iii) The owner of the animal complies with such rules of animal ownership as may be promulgated by the Association; and
 - (iv) The animal must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any animal is or

of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget.

At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised such revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 DEFAULT. 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 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 therefor, as provided by law and as set forth in detail in the Rules and Regulations, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee. Any payments received on delinquent accounts are applied in the following order: first to attorneys' fees and costs (if any), then to fines (if any), then to late fees and interest, and finally, to the assessments that are due and owing.

5.6 MANNER OF BORROWING MONEY. Upon the affirmative vote of a majority of the Board of Directors, the Association may borrow money for Association needs and assess unit owners according to their respective percentages a charge sufficient to cover monthly principal and interest amortization. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon the written consent of seventy-five percent (75%) or more of the unit owners, the Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of seventy-five percent (75%) of unit owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the unit owners according to their respective percentages.

becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Section or rules promulgated by the Association.

(v) Any and all costs of repairing damage caused by an animal shall be borne by its owner. In addition, any Unit Owner failing to comply with this Section shall be fined as set forth in the Rules and Regulations.

(f) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others. In addition, immoral, improper or illegal activity at the Condominium shall not be tolerated.

(g) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Board of Directors.

(h) 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 and contracts, declarations, and easements set forth and referenced therein shall govern.

(i) CLAIMS AND REMEDIES.

1. Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

2. Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in subsection (a) above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

3. Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the Rules and Regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's

fees and costs incident to the Unit Owner's failure to abide by the condominium documents. In addition, the Association shall establish a grievance procedure set forth in the Rules and Regulations.

6.2 MAINTENANCE AND REPAIR OF UNITS. Every unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owners shall be personally liable to the Association for any damages caused by his failure to do so.

6.3 LIMITED COMMON ELEMENTS. Every unit owner must maintain the limited common elements appurtenant to his unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon 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 unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association and/or are within the Rules and Regulations set by the Board.

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the common and limited common elements or facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

ARTICLE VII

LEASING RESTRICTIONS, OWNER OCCUPANCY REQUIREMENTS

7.1 Owner Occupancy Requirement. Units must be occupied by the titleowner of the Unit (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

7.2 Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this Article VII and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other

than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

7.3 Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

- (a) The lease must be in writing;
- (b) The lease must be for the entire Unit;
- (c) The lease must be for a term of at least six (6) but no more than twelve (12) months;
- (d) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;
- (e) No animals will be allowed without written approval from the Board;
- (f) A copy of the lease must be provided to the managing agent no less than 10 days prior to its execution; and
- (g) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any rules and regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation, and have twenty (20) days from the mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

7.4 Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as Airbnb and VRBO are expressly prohibited. If a unit owner advertises his unit on a short term rental site or otherwise, such advertising shall be a violation of this section.

ARTICLE VIII

GENERAL

8.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

8.2 SEAL. The Board of Directors may provide a corporate seal which may be circular in form and have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

ARTICLE X

MISCELLANEOUS

10.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

10.2 MORTGAGES. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee if the same is requested in writing by the Board of Directors. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects the material portion of the property or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- (d) Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

The Association shall be required to make available to unit owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

10.3 BOOKS OF RECEIPTS AND EXPENDITURES; AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours as set forth in more detail in Wis. Stats. Chapter 181.

10.4 INDEMNITY OF OFFICERS AND DIRECTORS. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article X contained shall be deemed to obligate the Association to indemnify and member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Article and Bylaws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

10.5 SUBORDINATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the

laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

10.6 INTERPRETATION. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owner.

10.7 ASSOCIATION MAILING ADDRESS. The mailing address of the association is its principal office as listed on file with the Wisconsin Department of Financial Institutions.

- End of Bylaws -

2322643

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

RETURN TO:

Attorney Martin S. Shepard
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

PARCEL IDENTIFIER NUMBER:

ARTICLES OF INCORPORATION
OF
STILLWATER CONDOMINIUM
ASSOCIATION, INC.
(A Non-Stock, Non-Profit
Corporation)

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE INAME

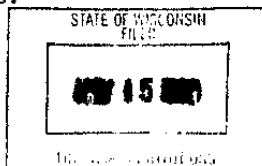
The name of the corporation shall be Stillwater Condominium Association, Inc.

ARTICLE IIPERIOD OF EXISTENCE

The period of existence of the corporation shall be perpetual.

ARTICLE IIIPURPOSES

The purposes for which this corporation is organized are as follows:



WI - DFI CORP
FILE ID# →

S052616

2322643

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
RECORDED ON

98 MAY 27 AM 10:04
REEL 2665 MAG 0108

REGISTER OF DEEDS

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Stillwater Condominiums, as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

POWERS

The corporation shall have all the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent, not inconsistent with the Condominium Ownership Act, or the Declaration, or the Bylaws, including without limitation, the following:

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the Bylaws and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

ARTICLE V

MEMBERS

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the Bylaws of the corporation.

ARTICLE VI

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office shall be 18345 West Bolter Lane, Brookfield, Wisconsin 53045. The name of its initial registered agent at that address is Donald F. Nitschke.

ARTICLE VII

DIRECTORS

The number of the directors of the corporation shall be fixed in the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the Bylaws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Donald F. Nitschke
18345 West Bolter Lane
Brookfield, Wisconsin 53045

Marian R. Nasgovitz
18345 West Bolter Lane
Brookfield, Wisconsin 53045

Kristal Nitschke
18345 West Bolter Lane
Brookfield, Wisconsin 53045

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of this corporation is:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brockfield, Wisconsin 53005

ARTICLE IX

STOCK, DIVIDENDS, DISSOLUTION

The corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

AMENDMENT

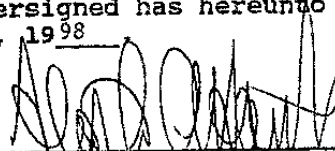
These Articles may be amended in the manner provided by law at the time of amendment.

ARTICLE XI

RECORDING

These Articles shall be recorded in the Register of Deeds office for Waukesha County.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand
this 23rd day of April, 1998



STEPHEN A. HARTMAN

On this 23rd day of April, 19 98, personally appeared before me the above-named Stephen A. Hartman, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.


SUSAN M. BARTOS
Notary Public, State of Wisconsin
My Commission: August 23, 1998

This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

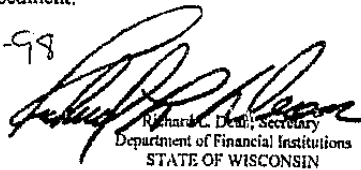
REEL 2665

MA0114

I CERTIFY that the attached copy has been compared by me with a document on file with this Department and that it is a true copy thereof, and that I am the legal custodian of said document.

DATE: 5-15-98

BY: KC


Richard C. Deane, Secretary
Department of Financial Institutions
STATE OF WISCONSIN