MEQUON COLONY ESTATES CONDOMINIUMS, INC.

List of Amendments to By-Laws

The By-Laws that are contained within this binder incorporate all of the amendments approved by the membership from May 1983 until the present. For your reference these amendments were as follows:

May 10, 1993:	Rescinded; Article VI, Item 12, which disallowed children from residing within our complex.
May 9, 1994:	Addition to Article VI, Item 9, storage of trucks
September 12, 1996:	Addition to Article III, Item 1, requirement that Board members be in good financial standing. Change to Article III, Item 3, (a), Election and term of directors Change to Article III, Item 4, Vacancies on the Board Change to Article III Item 4, Resignation of Director Addition to Article IV, new Item 6, Committees Addition to Article VI, new Item 14, which disallows unit owner contact with service personnel
May 12, 1997:	Change to Article II, Item 2(c) change from adults to persons Addition to Article III, new Item 12, disallowing members from receiving compensation for services Addition to Article III, new Item 13, permitting member reimbursement for association expenses Change to Article V, Item 3, late fees
May 12, 2003:	Change to Article V, Operation of the Property, No. 3 Penalties Change to Article V, Operation of the Property, No. 4 Default Rescinded: Article VI, Duties and Obligations of Unit Owners, No. 16 Amendment and Adoption of Additional Rules and Regulations Addition to Article VI, Duties and Obligations of Unit Owners, No. 16 Signage Addition to Article VI, Duties and Obligations of Unit Owners, No. 17 Hot Tubs Change to Article VII, Grievance Procedures, No. 4 Penalties

May 12, 2003 (cont'd):	The phrase "rules and regulations" was deleted from the following: Article II, Members, Voting and Meetings, No. 2 Leasing Article II, Members, Voting and Meetings, No. 3 Transfer of Membership Article III, Board of Directors, No. 1 Number and Qualification of Directors Article VI, Duties and Obligations of Unit Owners, Rules and Regulations Article VI, Duties and Obligations of Unit Owners, No. 12 Conflict Article VII, Grievance Procedures, No. 2 Procedure, Item b.
May 8, 2006	Addition to Article VII, Duties and Obligations of Unit Owners, Rules and Regulations, No. 18 Satellite Dishes

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MEQUON COLONY ESTATES CONDOMINIUMS, INCORPORATED

BY-LAWS

The following are adopted as the By-Laws of Mequon Colony Estates Condominiums, Incorporated, an association of unit owners of Mequon Colony Estates and a non-profit corporation organized and existing under and by virtue of Chapter 181 and provided for under Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the Association).

ARTICLE I

NAME AND LOCATION

1. The name of the Association shall be Mequon Colony Estates Condominiums, Incorporated.

2. The principal office of the association shall be at such place or places as the Board of Directors of the Association may from time to time establish.

ARTICLE II

These By-Laws shall be deemed covenants running with the land and thereby binding upon all unit owners, their heirs, successors, personal representatives, assigns, and tenants.

MEMBERS, VOTING, AND MEETINGS

1. Members. The members of the Association shall be all unit owners and shall have one (1) vote for each unit owned. Every unit owner upon acquiring title to a unit, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as member's title shall have been transferred or terminated.

   All unit owners shall be subject to the rules, regulations, and conditions as promulgated under the authority of these By-Laws.

2. Leasing. No unit owner may lease any of his/her interests in any unit except upon receipt of written consent of the Board of Directors of the Association. In addition, leases shall be subject to the following provisions:

   a. A lease shall be for a term not less than one (1) nor more than two (2) years duration.

b. The tenant shall sign a statement (provided by the Association) agreeing to abide by all duties and responsibilities required by the Declaration and the By-Laws of Mequon Colony Estates and acknowledge a copy of same.

c. Not more than three (3) persons may occupy a leased unit.

d. The lease shall be approved by the Board and a copy of the lease shall be filed with the Board of Directors of the Association.

e. Tenants, under any leasehold permitted hereunder, shall not be members of this Association. Tenants shall be subject to the regulations promulgated under authority of these By-Laws.

3. Transfer of Membership.

a. Each such membership shall appertain to the unit upon which it is based and shall be transferred automatically upon conveyance (transfer of title) of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Prior to transfer of a unit, the Association shall be given written notice of such transfer, including the name of new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent including the compliance form.

b. The compliance form is defined as follows:

That document that every unit owner executes upon acquisition of his/her unit agreeing to abide by the Declaration and By-Laws.

4. Voting Majority, Quorum, and Proxies.

a. Voting. Each unit shall have one (1) vote for each unit owned.

b. Majority of Owners. As used in these By-Laws, the term majority of owners shall mean those unit owners holding more than fifty (50) percent of the votes.

c. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of owners as defined above (b) shall constitute a quorum. 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 any reconvened 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 notified.

d. Votes. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting. Proxies shall be valid only for the particular members' meeting designated therein.

5. Time, Place, Notice, and Calling of Members' Meetings.

a. The Association shall maintain a current roster of names and addresses of every unit upon which notice of meetings of the Association shall be served. Every unit owner shall furnish the Association with his/her name and current mailing address; no unit owner may vote at meetings of the Association until the foregoing information is furnished.

b. 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/her address as it appears on the books of the Association and shall be mailed, or personally delivered not less than five (5) days nor more than twenty (20) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. The secretary shall execute a Certificate of Mailing for each meeting.

c. 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 the second (2nd) Monday of May each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.

d. The fiscal year shall begin on the first (1st) day of June and end on the last day of May each year.

e. Special meetings of the members shall be held whenever called by the president or any two (2) members of the Board of Directors. A special meeting 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

1. Number and Qualifications of Directors. The Board of Directors shall consist of seven (7) persons. All directors to be eligible to serve must be in, and remain in, good financial standing with the Association and in compliance at all times with the By-Laws as herein constituted and as may be amended from time to time. Tenants are not eligible to serve on the Board of Directors.

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 and the Articles of Incorporation and the Wisconsin Statutes.

3. Election and Term of Directors.

   a. The members shall annually elect directors to fill expired terms. Newly elected directors shall serve for a term of three (3) years or until their successors are duly elected and qualified. The terms of at least two (2) directors shall expire annually.

   b. Board members shall not serve more than two (2) successive terms.

4. Vacancies on Board.

   a. 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, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members.

   b. Resignation of Director. Any director may resign at any time by giving written notice to the Board of Directors or the President or Secretary of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later date as specified in such notice. Acceptance by the Board of such resignation shall not be necessary to make the resignation effective.

5. Removal of Directors. At any regular or special meeting of members, any one (1) 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.

6. Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of officers. Notice of the regular annual meeting of the Board of Directors shall not be required.

7. Special Meetings and Notice. Special meetings of the board of directors may be called by the president or by three (3) directors on twenty-four (24) hours notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

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 the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. Quorum of Directors-Adjournments. At all meetings of the Board of Directors, a majority of the directors, as previously defined, shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At a reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

10. Fidelity Bonds. The Board of Directors shall require that some or all officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

11. Liability of Directors, Officers, and Committee Chairpersons. 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/her as a director, officer, or committee chairperson of the Association, if such person:

    a. exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his/her own affairs, or

    b. took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he/she had reasonable grounds to believe to be true.

    The foregoing shall not be exclusive of other rights and defenses to which he/she may be entitled as a matter of law.

12. No director or Association member shall receive compensation for services rendered to the Association.

13. With Board approval, unit owners and members of the Board may be reimbursed for actual expenses related to Association business.

ARTICLE IV

OFFICERS

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/her successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting of the Board of Directors, or at any special meeting called for that purpose.

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. The president shall preside at all meetings of the Association and of the Board of Directors, and 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.

3. Vice-President. The vice-president shall take the place of the president and perform his /her duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

4. Secretary. The secretary shall keep the minutes of all the 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 the duties incident to the office of secretary. Minutes of the meetings shall be delivered to unit owners within one (1) week of the meeting.

5. Treasurer. The treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts, disbursements, financial records and books of accounts belonging to the Association. All checks shall be countersigned by the president. The treasurer 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. The treasurer's records shall be certified each year according to general auditing procedures.

6. Committees. Committees appointed by the Board shall be information gathering groups whose sole purpose is to advise the directors of their findings. The committees' recommendations are then subject to Board approval.

ARTICLE V

OPERATION OF THE PROPERTY

1. Annual Operating Charges. The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet the common expenses of the Association for the ensuing year. The budget shall be prepared and determined prior to the annual meeting of each calendar year, and the amounts required by such budget shall be allocated among the members of the Association according to their respective percentages of ownership as set forth in the Declaration.

   The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable by each of them at least fifteen (15) days prior to the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member. The common expenses shall include, among other things, the cost of insurance premiums, and such amounts as the Board of Directors may deem proper for the operation and maintenance of the common property, including, but not limited to an amount for working capital of the Association, for a reserve for general operating purposes and for replacements or repairs of the common property and to make up any deficit in the common expenses for any prior year (hereinafter the "reserve").

   The reserve may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner has elected to sell or lease pursuant to the provisions of the Declaration. It may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or any part thereof, which may constitute a lien against the common property rather than against the unit interest of particular owners. The unit owner responsible for any such lien shall be specially assessed for the full amount thereof and legal expenses and costs incurred.

   The Board of Directors may also use the reserve 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.

   All of the preceding shall constitute common expenses and charges and shall be prorated and paid monthly to the Association on or before the first (1st) day of each month.

The annual operating budget upon which the common charges are based shall be presented at the annual meeting of the members. The budget and charges may be revised by a vote of more than fifty percent (50%) of the membership interests entitled to vote at such meeting, and such revised budget and corresponding charges shall replace for all purposes the budget and charges previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the amount equal to the aggregate of the average total budgets and charges for each of the preceding two (2) years.

2. Extraordinary Charges.

   a. In the event that the Board of Directors determines that the Association should incur expenditures for extraordinary charges not included in the annual estimate, the Board of Directors may levy a further assessment which shall be charged to each owner in proportion to his/her interest as set forth herein provided, however, that no such expenditure requiring a further assessment against unit owners shall be incurred prior to fifteen (15) days after delivery of notification to the unit owners of the assessment or prior to the special meeting of unit owners in the event a petition of the unit owners pursuant to subparagraph (b) below is received by the Board of Directors, except in cases of emergency in which the Board of Directors determines in its sole discretion that an immediate expenditure is required.

   b. In the event of a levy of an assessment against the unit owners to meet extraordinary expenditures not included in the annual estimate, a petition may be presented to the Board of Directors within fifteen (15) days of the notification of the assessment signed by members of the Association representing more than fifty percent (50%) of the membership interests entitled to vote with respect to such charges.

      Upon the receipt of such a petition, the Board of Directors shall notify all members of a meeting called for the purpose of reviewing such assessment before incurring the expenditures upon which such assessment is based.

      At such meeting, the vote of more than fifty percent (50%) of the membership interests entitled to vote at such meeting may revise the assessment or the need for such assessment and/or the amount of such extraordinary expenditure(s) which may be incurred by the Association.

3. Penalties.

   a. Maintenance fees are due on the first (1^{st}) day of each month. If payment is not received on the fifth (5^{th}) day of the month, the treasurer will levy a late fee of ten dollars ($10). Thereafter, the late fees will be incremented by ten dollars ($10) for each consecutive month late. Upon reaching eight (8) consecutive months late,

the late fee levied will be seventy-five dollars ($75) for each additional, consecutive month late.

b. Violations of the Declaration of Condominiums and the By-Laws incorporated therein shall be punishable by the following: a money forfeiture in the sum of one hundred dollars ($100) plus administration costs of ten dollars ($10) and plus five dollars ($5) per day that said violation persists, or if applicable, by the Association removing or correcting the violation, the cost of which shall be borne by the unit owner.

c. The Board of Directors also has the right to levy a penalty for the late payment of an assessment, in an amount not to exceed 10% of the assessment. If the assessment is not paid within 30 days of the due date, an additional penalty of five ($5) dollars per day will be due until the assessment and penalties are satisfied.

d. Said fines, until paid, together with any and all costs, disbursements and actual attorney fees incurred by the Association to enforce collection of the same, shall constitute a lien on the unit so assessed. Said lien may be enforced pursuant to the provisions of Wisconsin Statutes Chapter 703.

4. 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 or any other remedy provided by law for and on behalf of the Association as representative of all members to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee. Penalties that arise as a result of the late payment of an assessment will be charged in accordance with Article VI, Operation of the Property, No. 3 Penalties.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

The units and the common areas and facilities and limited common areas (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 By-Laws, and the rules and regulations of the Association including the following:

1. Use. No unit owner shall occupy or use his/her unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's tenants or guests. No unit owner shall lease his/her unit, except with the prior written consent of the Board of Directors.

Not excluded herein is the right to have an office in the home, provided the office does not create additional traffic coming into the condominium complex.

2. Obstructions. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior written consent of the Board of Directors.

3. 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 written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his/her 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.

4. Alterations, Additions, or Improvements.

   a. Unit owners shall not cause or permit anything to be permanently hung or displayed on the outside of windows or placed on the outside wall or doors or roof of the units such as signs, shutters, radio or television antennae, bug killers, or air conditioners without the prior written consent of the Board of Directors.

   b. No fireplaces or auxiliary heating units shall be installed without prior written consent of the Board of Directors.

   c. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out of a unit or exposed on any part of the commons or limited areas. The limited common areas shall be kept free and clear of rubbish, debris, and other unsightly materials.

   d. No patio, balcony, or entryway shall be altered, enclosed, or covered by any awning or otherwise nor may any fencing or other barriers be erected on the limited common areas without the prior written consent of the Board of Directors.

   e. Unit owners shall not paint, stain, or otherwise change the color of any exterior portion of any unit.

   f. Nothing shall be altered or constructed in or removed from the common areas and facilities. The Board of Directors shall have the right to remove any such alterations, construction, or antennae at the expense of the unit owner responsible.

5. Bathing.

   a. Bathers and swimmers must be properly clad and observe the rules of water safety.

   b. Children under twelve (12) years of age, or any minor who cannot swim, must be supervised and accompanied by an adult.

   c. Swimming privileges shall be restricted to unit owners, tenants, and their guests.

6. Boating.

   a. Boat storage on lake shore or common areas shall be limited to boats belonging to unit owners and tenants.

   b. Boating privileges shall be restricted to unit owners, tenants, and their guests.

   c. Canoes, skiffs, sail, or row boats only shall be allowed. No motors on any boat shall be permitted.

   d. No snowmobiles shall be allowed on lake, common areas, or roads.

7. Golf. Golf privileges shall be restricted to unit owners, tenants, and their guests.

8. Group Gatherings. No large outdoor group picnics or outings of thirty (30) persons or more shall be allowed without the prior written consent of the Board of Directors.

9. Storage. Storage of house trailers, recreational vehicles, boats, trailers, and trucks on common areas shall not be permitted without the prior written consent of the Board of Directors.

   Parking areas (including driveways and roads on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, motorcycles and bicycles. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for reasonable periods, and upon reasonable notice, remove their vehicles therefrom to permit the parking area to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. Such parking areas should not be used for the maintenance or repair of vehicles. No other portion of the premises shall be used for the parking of vehicles.

   a. A small pickup truck may be parked in parking areas upon the prior written approval of the Board of Directors of the Association.

b. A passenger vehicle is a vehicle where one-half or more of the vehicle is used for passengers.

c. A small pickup truck is defined as a pickup truck weighing no more than 6,000 pounds.

d. All other vehicles, including, but not limited to, house trailers, recreational vehicles, boats and trailers are prohibited from parking except on an occasional basis and then only with prior written consent of the Board of Directors of the Association.

e. An occasional basis shall mean a period of time of not more than seventy-two (72) hours and no more frequently than once a month.

10. Animals and Pets. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the commons or limited common areas; except that dogs, cats, or other household pets, not to exceed one (1) pet per unit, may be kept, subject to the following rules:

    a. No dog or cat shall be permitted in any portion of the common area between the units and the lake. Dogs and cats are not permitted on any other portion of the common areas unless carried or on a leash.

    b. Any dog excreting in recreational areas shall be immediately cleaned up after and the owner shall at all times carry the equipment to clean up and remove waste.

    c. Any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon thirty (30) days written notice from the Board of Directors.

    d. No permitted pet may be kept, bred, or maintained for commercial purpose.

11. 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.

12. Conflict. The above duties and obligations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration and the documents, contracts, declarations, and easements set forth in paragraph one (1) of the Declaration, and in the event of a conflict, the Declaration and the documents, contracts, declarations, and easements set forth in paragraph one (1) shall govern.

13. Maintenance and Repair of Units. Every unit owner must perform properly all maintenance and repair work within his/her own unit and garage, including windows

and doors and the glass contained therein to the extent such maintenance and repair is not covered under the insurance polices of the Association.

If failure to perform such maintenance and repair work would affect the project in its entirety or in a portion belonging to other owners, such unit owner shall be personally liable to the Association for any damages caused by his/her failure to do so.

14. Unit Owners. Unit owners shall not make contact with service personnel or vendors contracted by the Association.

15. Limited Common Areas. Except for parking areas, which may be assigned by the Association, every unit owner must maintain the limited common areas appurtenant to his/her unit, including patios, entry walks, and plantings in clean and proper condition.

16. Signage. No sign of any kind shall be displayed on the common areas or limited common areas, with the following exceptions:

    a. A "For Sale" sign may be placed on Highland Road in accordance with City of Mequon ordinances for 30 days. A "For Sale" sign may be placed in a unit window until the unit is sold. "Open House" signs may be displayed only during the time during which the unit is open for inspection.

    b. Political signs no larger than 23 by 14 inches may be displayed in a unit window for three weeks prior to an election and must be removed immediately after the election.

17. Hot Tubs. Hot tubs are not permitted on any limited common property appurtenant to a condominium unit.

18. Satellite Dishes. Unit owners must provide the Board written notification prior to the purchase and installation of a satellite dish. A single satellite dish per unit, with a diameter of 24 inches or less, will be permitted. Mounting of the disc will not be permitted on the roof of any building. The dish may be mounted on the balcony of the unit owner using the service. The top of the disc will be no higher than the bottom of the roof gutter line. All expenses for the installation, maintenance and eventual removal are the unit owner's responsibility. In addition, the satellite dish must be removed/reinstalled at unit owner expense if condominium maintenance is necessary (painting, etc.). In the event that a unit with a disc is sold, the new owner must petition the board to retain the existing disc.

ARTICLE VII

GRIEVANCE PROCEDURES

1. The Grievance Committee.

   a. Purpose.

      1. To resolve disagreements and misunderstandings and to deal with violations of the By-Laws and Rules and Regulations.

      2. To recommend to the Board of Directors action which must be taken in order to bring about compliance and conformity to the By-Laws and Rules and Regulations of Mequon Colony Estates.

   b. Composition of Committee. The committee shall consist of three (3) residing owner-members as follows: three (3) owner-members and one (1) alternate in case of absence of committee member or conflict of interest. (Conflict of interest to be defined as involvement with the grievance.)

2. Procedure.

   a. Grievance is filed in writing to the grievance committee (form provided by Association secretary).

   b. The grievance committee will investigate and determine whether or not the conduct or acts complained of constitute a violation of condominium documents.

   c. Informal Contact.

      1. Members of the grievance committee will personally contact alleged violator(s) and concerned parties to see if the matter can be resolved informally.

      2. In the event that the matter is resolved at this step, a written summary of the agreement is attached to the original complaint, dated, signed by the complainant, alleged violator(s) and grievance committee chairman and filed with the Association secretary.

   d. Written Notice.

      1. If the violation has not been resolved, a written notice of complaint and violation on the official, approved form shall be served by the grievance committee upon the alleged offending resident(s) by certified mail. Said notice shall set forth the complaint and violation in detail and notify the

resident(s) of what action is required to correct or eliminate the alleged violation and prescribe a time limit (not to exceed thirty (30) days) in which the continuing violation must be corrected. The written notice shall also include the penalty stipulated by the rules and regulations.

2. The written notice shall further advise the alleged violator(s) of the right to a hearing before the grievance committee.

e. The Hearing.

1. If requested, the grievance committee shall conduct an informal hearing and said hearing shall be held within seven (7) days of the request.

2. All evidence shall be taken in the presence of the parties involved except where a party is absent or has otherwise waived the right to be present or declined to be present.
3. Any party shall be entitled to representation at the hearing by counsel and must notify the grievance committee of such intent.

3. Decision.

a. The grievance committee shall, after hearing all the facts and circumstances presented, close the hearing to determine whether or not a violation of the condominium documents or rules and regulations has occurred, naming same, and whether or not the resident(s) are in violation.

Upon so finding, the grievance committee shall issue and serve an order requiring the correction of said violation within a prescribed time limit not to exceed thirty (30) days and/or imposing other penalties as herein set forth.

b. The hearing panel shall keep a record of the proceedings of the hearing.

c. Said decision, by the grievance committee, shall be made in no more than ten (10) days from the date of the hearing and shall be final and binding. Said decision shall be written, signed by the chairperson of the grievance committee and filed with the secretary of the Association. A copy of the decision shall be sent by registered mail to the alleged violators.

4. Penalties. Penalties that arise as a result of a grievance procedure will be assessed in accordance with those defined in Article V, Operation of the Property, No. 3 Penalties.

5. Owners' Responsibilities. All unit owners shall be responsible for all actions of their tenants and, in the case of the accused resident being a tenant, a copy of all notices

shall be mailed by certified mail to the owner of the unit affected thereby and such unit owner shall be entitled to a hearing as herein prescribed.

6. Remedies Non-Exclusive. The provisions of this resolution shall in no way limit or restrict any other remedies or rights as set forth in the Declaration of Condominium or the Condominium Act of the Laws of the State of Wisconsin (Chapter 703), and shall not be exclusive but shall be in addition to all other remedies provided by the Declaration of Condominium and the Laws of the State of Wisconsin.

ARTICLE VIII

MISCELLANEOUS

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/her of such unit or other evidence of his/her title and shall file such lease with and present such other evidence of his/her title to the Board of Directors, and the secretary shall maintain all such information in the record of ownership of the Association.

2. Mortgages. The Board of Directors at the request of any mortgagee or 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.

3. Indemnity of Officers and Directors. Every person who is or was a director or officer of the Association shall (together with the heirs, executors, and administrators of such person) 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/her in connection with or resulting from any claim, action, suit, or proceeding, including criminal proceedings, to which he/she is made or threatened to be made a party by reason of his/her being or having been such director or officer, except as to matters as to which he/she 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/her 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/her 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 VIII contained shall be deemed to obligate the Association to indemnify any 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/her under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

4. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and 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 Unit Ownership Act.

ARTICLE IX

AMENDMENTS

These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose by an affirmative vote of two-thirds (2/3) of all the votes entitled to be cast or by written consent of two-thirds (2/3) of the members. Alterations, amendments, and/or repeals shall be filed with the Ozaukee County Register of Deeds.

(These by-laws incorporate all amendments filed with the Ozaukee County Register of Deeds as of September 2006.)

MEQUON COLONY ESTATES CONDOMINIUMS, INC.

New Owner Checklist

1. Verify the new owner has the following:

   Copies of: Articles of Incorporation
   Declaration
   By-Laws
   Rules and Regulations

2. Provide copies of: Current owner listing
   Current year budget
   Current listing of Board and Committee members
   Problem report form

3. Discuss emergency contact form; a completed form should be returned to the Secretary

4. Monthly Board meetings occur on the third Thursday of each month, but please watch your minutes for any changes that may occur to this schedule. The annual association meeting occurs on the second Monday of May. Our fiscal year runs from June 1 to May 31.

5. The monthly maintenance fee of $200.00 is due the first of each month and no later than the fifth. Late fees are assessed as indicated on the attached page. Owners in arrears are also listed in the monthly minutes. The fee should be mailed to the following address:

   Mequon Colony Estates Condominium Association
   Box 33
   Thiensville, WI 53092

   You can also place your monthly fee in a container inside the driveside door of the Treasurer. Currently, the Treasurer is Lina Morgulis, 12855.

6. Water is included in this maintenance fee; sewer charges are billed directly to the unit owners by the City of Mequon.

7. Monday is the scheduled garbage pick-up day. Ozaukee Disposal is our current contractor. If you have any questions regarding disposal of garbage or recycling, their phone number is 377-4640.

8. The insurance premium for common area insurance is included in the monthly maintenance fee. For information regarding the Association's coverage, please contact the agent as follows:

Tom Huffman
Allstate
Bluemound Road, #320
Brookfield, WI 53005
(262) 782-5705

9. Problems should be reported promptly by completing the attached form and submitting it to the President or Committee Chair.

10. Issues/concerns with contractors performing association work should be brought to the attention of the President or Committee Chair. Unit owners are not to have contact with these contractors.

11. To ensure a pleasant living environment, please consider the following 'good neighbor policies':

- Noise, odors – As we share side-by-side living quarters, please be considerate of neighbors immediately adjacent your unit.

- Plumbing, drain pipes – you and your neighbor share plumbing and drain pipes. Take precautions to ensure free-flowing drains, as the costs of these problems are borne by you and your neighbor.

- Parking of additional cars – Although we currently do not have specific parking rules, please park any additional cars in front of your own garage, your own unit (between the garage and outside light), or directly across from your own unit. Also, please instruct guests not to park on the grass.

- Outside property (shrubs, trees, walk areas, patios, etc.) is not to be altered without permission from the Board prior to making the changes. A sketch of the desired changes is normally provided to the Board. Please plan accordingly (allowing yourself enough time to obtain approval) when seeking permission to do so.

12. When in doubt, ASK!

MEQUON COLONY ESTATES CONDOMINIUMS, INC.

General Owner Information

Beaches and Boats

- Bathers and swimmers must observe the rules of water safety. Children under 12 or any minor who cannot swim must be supervised (accompanied) by an adult. This also applies to boaters. Lifejackets must be worn in boats by children under 12 and minors who cannot swim. (State law requires life preservers in all boats under 16').
- No glass is allowed at the beaches or on boats.
- No boats with motors are allowed.
- No diving is allowed from the beaches or the lake shoreline. The water is too shallow.
- Sand must not be removed from the beaches and rip rap must not be removed from the shoreline.

Fishing

- Bullheads caught should not be put back.
- Generally, the policy is that fishing is on a 'catch and release' basis. Owners will be notified if the policy changes.
- Fishing from the shore must be away from the beach areas, because of the possible hazard of hooks in the sand.

Colony Drive

- Colony Drive is a road owned by Mequon Colony Estates
- An easement has been provided to Highland Colony (condominiums to the east of Mequon Colony) for the use of this road (see attached).
- While we arrange for all maintenance to occur to Colony Drive, Highland Colony shares ½ the cost of these items (snowplowing, patching, re-asphalting, etc.)
- Issues and concerns you may have with this road should be directed to the board (not the City of Mequon).
- Please observe the posted speed limits along this road.

MEQUON COLONY ESTATES CONDOMINIUMS, INC.

General Owner Information

Furnace Venting

- The five buildings of Mequon Colony Estates have a total of 17 chimneys that were originally installed for furnace and/or hot water heater ventilation.

- Most of the chimneys have a single flue, however some of them have a double flue. The breakdown is as follows:

Units in Buildings One, Four and Five	single flue chimneys	(10 in total)
Units in Buildings Two and Three	double flue chimneys	(7 in total)

- Notice should be given to the Board prior to installation of a new furnace.

Sump Pumps

- Thirteen (13) sump pumps are located within various units at Mequon Colony Estates Condominiums. They are listed as indicated on the next page.

- The association is responsible for the sump pumps and checks them periodically. Notice will be given when access is needed.

- Notify the board or the Building Committee chair of any problems with your sump pump.

MEQUON COLONY ESTATES CONDOMINIUMS, INC.

General Owner Information

Sump Pumps

Building	Unit Number	Location	Discharge Location
One	12807 (end unit)	S.W. corner of crawl space	27' from S.W. corner of building, base of hill
	12835 (end unit)	N.E. corner of crawl space	N. side of building under driveway to ditch
Two	12843 (end unit)	S.E. corner of basement	Has two discharge points, winter is N. side of building, summer is E side of building under driveway to ditch
	12855	S.W. corner of basement	W. side of building in shrubs, approximately 12' from building
	12863 (end unit)	N.E. corner of basement	N. side of building above ground
Three	12901 (end unit)	S.E. corner of crawl space	W. side of building, approximately 20' from pond edge, and 10 ' from N.W. corner of building
	12905	N.W. corner of crawl space	W. side of building, approximately 25' from building
	12913	S.E. corner of crawl space	W. side of building, approximately 25' from building, on S. side of fence (no drain tiles)
	12929 (end unit)	S.E. corner of crawl space	N. side of building
Four	12931 (end unit)	S.W. corner of crawl space	S. side of building under window
	12947	S.E. corner of crawl space	W. side of building near patio
Five	12959	N.W. corner of crawl space	S. side of building
	12967	N.W. corner of crawl space	S. side of building
	12975 (end unit)	N.W. corner of crawl space	W. side of building, approximately 15' in line with garage window

MEQUON COLONY ESTATES CONDOMINIUMS, INC.

General Owner Information

Reciprocal Water Use

- While Mequon Colony and Highland Colony (our neighbors to the east) each have their own respective wells, a cross-over valve exists to permit either condominium association to supply water in case of emergency.

Water Shut-off Valves

- One unit in each building contains the main water shut-off valve for that entire building. These units are as follows:

Building	Unit
One	12811
Two	12851
Three	12913
Four	12939
Five	12955

- This valve SHOULD NEVER be turned off unless you are notified of an emergency in your building.

Late Fee By-Law

The late fee by-law (Article V, Number 3) allows for a *progressive* late fee, incrementing $10 each month until month eight. After seven consecutive months, the late fee is $75 for each consecutive month late. The following illustrates how the late fee accumulates. Although not illustrated below, the unit owner also owes the association maintenance fees for each month past due.

Number of consecutive months late	Amount of late fee	Total late fees due under the by-law
Month one	$10	$10
Month two	$10 plus $20	$30
Month three	$10 plus $20 plus $30	$60
Month four	$10 plus $20 plus $30 plus $40	$100
Month five	$10 plus $20 plus $30 plus $40 plus $50	$150
Month six	$10 plus $20 plus $30 plus $40 plus $50 plus $60	$210
Month seven	$10 plus $20 plus $30 plus $40 plus $50 plus $60 plus $70	$280
Month eight	$10 plus $20 plus $30 plus $40 plus $50 plus $60 plus $70 plus $75	$355
Month nine and future consecutive months late	$10 plus $20 plus $30 plus $40 plus $50 plus $60 plus $70 plus $75, plus $75 every consecutive month thereafter	$430 plus $75, etc.

MEQUON COLONY ESTATES CONDOMINIUMS, INC.

WELCOME TO MEQUON COLONY ESTATES!

For those who come from owning single family dwellings, you'll be pleased to know that shoveling driveways in the winter and cutting lawns in the summer are among chores that may become a distant memory.

Those who had been renting their dwellings will now take on some of the duties of 'home ownership' that were denied them when their apartments or flats were not owned by them.

Condominium living is somewhere between these two. You'll be shedding some responsibilities while adding others. And, you'll have a financial stake in not only your unit, but one thirty-fourth of the land on which Mequon Colony Estates is located. A good way to oversee this investment, by the way, is to volunteer to serve on the Association's Board of Directors or on a committee. It's a wonderful way to gain insight into how your 'million dollar' property is being cared for.

"The Living Webster Encyclopedic Dictionary" very simply defines a condominium as "A residential building consisting of multiple units, each under individual ownership, but subject to certain joint agreements and regulations."

Please note that ownership of a condominium comes with responsibilities – all of them outlined in the By-Laws and Rules and Regulations that were presented to you by the owner of the unit you are about to purchase.

We at Mequon Colony cannot emphasize enough the importance of reading and understanding these documents before you purchase your unit. If you are confused by some of the 'legalese', please seek out a Board member for a clearer explanation.

We have found that those who are happiest with condominium living are those who understand that heeding these rules, regulations and responsibilities is imperative in order to live in harmony in any multiple unit situation. This understanding will allow you to enjoy your beautiful surroundings and your friendly neighbors for many years to come.

(Author: Judy Allen, a long-time resident of Mequon Colony Estates)

Mequon Colony Estates Condominiums, Inc
North Colony Drive
Mequon, WI 53097