

BY-LAWS
ASSOCIATIONS OF UNIT OWNERS
CLOISTERS OF TUCKAWAY

1. GENERAL

These By-Laws shall be known as the “By-Laws for Associations of Unit Owners”, and shall be for the Associations of Unit Owners for each declared condominium project in Tuckaway of Greenfield. These By-Laws shall be binding upon each Association of Unit Owners and all condominium unit owners in each declared condominium project, as well as the personal representatives, heirs, tenants, employees and agents of such condominium unit owners. Acquisition, occupancy, rental or any type of assertion of dominion of any unit in any declared condominium project in Tuckaway of Greenfield shall signify and constitute acceptance, ratification and compliance with these By-Laws and the aforesaid Plan of Development and its By-laws.

2. PLAN OF DEVELOPMENT

These By-Laws are subject to the terms and conditions of a certain document entitled “Plan of Development for Tuckaway of Greenfield” and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 12th day of April, 1968, as Document Number 4384860, as restated or amended. The terms and conditions of the Plan of Development, for Tuckaway of Greenfield, hereinafter referred to as Plan, are incorporated herein, by this reference thereto.

3. MEMBERS, VOTING, PROXIES, QUORUM

Each condominium unit owner shall, upon acquisition of such ownership interest, become a member of the Association of Unit Owners established for the condominium project in which he resides. A land contract vendee shall not be deemed an owner for membership purposes unless the owner of the fee relinquishes his membership. Each condominium unit owner shall be entitled to one vote upon each matter submitted to a vote within the Association of Unit Owners of which he is a member. Only one owner shall be entitled to vote regardless of the number of owners of an individual unit. The owner entitled to vote shall be registered as provided in Paragraph 36 of the Plan. A majority of the unit owners within a condominium project shall constitute a quorum for its association of Unit Owners. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of such Association before the appointed time of each meeting. (Amended 10-13-01)

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4. MAJORITY ACTION

Except as may be otherwise provided, decisions and resolutions of an Association shall require approval of a majority of the unit owners within said Association

5. MEETINGS – PLACE

Meetings of an Association of Unit Owners shall be held at a convenient place such as may be designated by its Board of Directors.

6. COMMENCEMENT OF ASSOCIATION, ANNUAL MEETINGS. DIRECTORS ELECTED

An Association of Unit Owners and any non-profit corporation organized to carry out its functions shall become operative at the time provided in Paragraph 22 of the Plan, and the annual meeting of the Association shall be held each year thereafter on the second Saturday of October and the Association's fiscal year shall be changed to the calendar year, January 1 to December 31. At such annual meetings, there shall be elected, by a majority vote of the owners within said Association, a Board of Directors. Directors elected at the October Annual Meeting shall assume office the following January 1. Terms of all directors will be adjusted to run from January 1 to December 31.

A proposed budget for the January 1 – December 31 fiscal year shall be presented to the Unit Owners 10 days prior to the October annual meeting for review and approval at the Annual Meeting (Adopted 3/10/79)

7. SPECIAL MEETINGS

The President of an Association may call special meetings of the owners within said Association upon direction by resolution of its Board of Directors or upon a petition which has been presented to the Secretary of the Association and which has been signed by 30% of its voting unit owners. Notice of any special meeting shall be given by personal service or by first class mail and such notice shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice unless by consent of a majority of all the owners in the condominium project.

8. NOTICE OF MEETINGS

It shall be the duty of the Secretary of an Association to mail or serve personally a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record within said Association at least five, but not more than 10 days prior to said meeting. The notice of the meeting in the manner provided herein shall be considered sufficient compliance with this notice requirement.

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However, it shall be the duty of all unit owners to keep the Secretary advised of their current mailing addresses, and the Secretary shall not be responsible for failure of the unit owner to keep him so advised. If there is more than one record owner of a unit, the Secretary shall be obligated to notify only one voting owner of each unit as such voting member or owner is defined in Paragraph 23 of the Plan.

9. LACK OF QUORUM, ADJOURNMENT, ORDER OF BUSINESS

If any meeting of owners of an Association of Unit Owners cannot be organized because of a lack of a quorum, the unit owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

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

BOARD OF DIRECTORS

10. NUMBER AND QUALIFICATIONS OF DIRECTORS

The affairs of an Association of Unit Owners shall be governed by a Board of Directors consisting of five persons, all of whom must be members of said Association or the nominee of a corporate member of the Association. However, not more than one member of the Association from any one condominium unit may serve on the Board of Directors regardless of the number of members from any single condominium unit.

11. POWERS OF BOARD OF DIRECTORS

The Board of Directors of an Association of Unit Owners shall have the right to exercise all powers granted to an Association of Unit Owners in the Wisconsin Unit Ownership Act, the Plan of Development for Tuckaway of Greenfield, as restated or amended, the Declaration of Condominium applicable to said Association or these By-laws. The Association and its Board of Directors shall not, however, veto or rescind any actions of the Board of Governors for Tuckaway of Greenfield, nor shall the Association or its Board of Directors take any action which is inconsistent with the provisions and intent of the Plan of Development, as restated or amended, the By-laws of Tuckaway of Greenfield, Inc., or any rules and regulations promulgated thereunder.

12. DELEGATION OF RESPONSIBILITIES

[Deleted 2/79.]

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13. TERMS OF DIRECTORS

At the first meeting of an Association, the term of office of one of the Directors shall be fixed for three years. The term of office of two of the Directors shall be fixed at two years and the term of office for the remaining Directors shall be fixed at one year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.

14. VACANCIES ON BOARD

Vacancies of a Board of Directors caused by any reason other than the removal of a Director by a vote of its Association of Unit Owners shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of said Association. Any Director who ceases to be a member of the Association for which he serves as Director shall forthwith cease to be a Director.

15. REMOVAL OF DIRECTORS

At any special meeting of the Association duly called, one or more of the Directors may be removed with or without cause by a majority of the unit owners in said condominium project and a successor may forthwith be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given the opportunity to be heard at the meeting.

16. FIRST MEETING OF DIRECTORS

The first meeting of the newly elected Board of Directors for an Association of Unit Owners shall be held within ten days of their election at such place as shall be fixed by the Directors at the time of their election, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

17. REGULAR MEETINGS AND NOTICE

Regular meetings of a Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or email, at least three days prior to the day named for such meeting. However, it shall be sufficient notice to each Director if he shall have been notified at the last previous meeting of the next ensuing meeting.

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18. SPECIAL MEETINGS AND NOTICE

Special meetings of a Board of Directors may be called by the President on three days' notice to each Director, given personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

19. WAIVER OF NOTICE

Before or at any meeting of a 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, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

20. QUORUM OF DIRECTORS – ADJOURNMENTS

At all meetings of a Board of Directors, a majority of the Directors 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 or Directors. If, at any meeting of a Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called for may be transacted without further notice, provided, however, that a quorum is present at such an adjourned meeting.

21. FIDELITY BONDS

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

GOVERNOR

22. ELECTION OF GOVERNOR

At the annual meeting of an Association, one Governor shall be elected by ballots of the owners within said Association and the Governor who is so elected shall represent such Association on the Board of Governors for Tuckaway of Greenfield. Such Governor need not be a member of the Association.

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23. POWERS OF GOVERNOR

A Governor for an Association of Unit Owners shall have full authority to act on behalf of such Association and to perform all the duties and obligations of a Governor as recited in the Plan of Development for Tuckaway of Greenfield, Inc. and the By-laws for Tuckaway of Greenfield, Inc., as restated or amended. The Governor shall submit a written report of all business transacted by the Board of Governors to regular meetings of the Board of Directors for such Association.

24. TERM OF GOVERNOR

The term of office for the Governor of an Association of Unit Owners shall be three years, except as hereinafter provided, and the Governor shall serve until a successor is elected or until his resignation or death or removal, whichever is first to occur.

25. REMOVAL OF GOVERNOR

At any special meeting of an Association duly called, a Governor for the Association may be removed with or without cause by a majority of the unit owners in said Association of Unit Owners and a successor may forthwith be elected to fill the vacancy thus created, and such successor shall be Governor until a successor is elected. A Governor whose removal has been proposed by the owners shall be given the opportunity to be heard at the meeting.

26. RESIGNATION OR DEATH OF A GOVERNOR

In the event of the resignation or death of a Governor for an Association, the Board of Directors for such Association shall elect a Governor to represent such Association until a successor is elected by the unit owners at a special meeting of the Association or the next annual meeting of the Association, whichever shall first occur.

OFFICERS

27. PRINCIPAL OFFICERS

The principal officers of an Association of Unit Owners shall be President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors for that Association. The offices of Secretary and Treasurer may, at the option of the Board of Directors, be combined as one office. The Directors may appoint such assistants and such other officers as, in their judgment, may be necessary.

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28. ELECTION AND REMOVAL

The officers of an Association of Unit Owners shall be elected annually by the Board of Directors of said Association at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

29. PRESIDENT

The President shall be the chief executive officer of an Association, and he shall, when present, preside at all meetings of an Association and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Governors, any deeds, mortgages, bonds, contracts, or any other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by statute to some other officer or agent of the corporation. The President shall have all the general powers and duties which are usually vested in the office of the President of a corporation.

30. 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 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 by the President of the Board of Directors.

31. SECRETARY

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meeting of the Association and shall give or cause to be given all notices of the Association and the Board of Directors. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary of a corporation.

The Secretary shall post the minutes of all regular and special meetings of the Board of Directors no later than seven days after such meetings; the minutes of the annual meeting or any special meetings of the Unit Owners shall be posted no later than seven days after such meetings.

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32. TREASURER

The Treasurer shall have responsibility for the funds and securities of his Association of Unit Owners and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to 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 of such Association. The Treasurer shall also be responsible for the billing and collection of all assessments made by the Association, and shall perform such other duties as may be assigned to the Treasurer by the President or the Board of Directors.

33. PENALTIES FOR VIOLATION

The Board of Directors for an Association of Unit Owners may prescribe fines and penalties for failure of the condominium residents or unit owners in such condominium project to comply with the duties, obligations, rules and regulations which may be promulgated by the Board of Directors. Such fines or penalties, if unpaid, shall become a lien upon the condominium unit against which they have been levied, and shall remain a lien upon said unit until paid full. Such fines and penalties shall also become a personal obligation of the unit owner. Enforcement may be by an action at law or by an action to foreclose the lien, and violations may be enjoined.

34. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS AND FACILITIES

The necessary work of maintenance, repair and replacement of the common areas and facilities within a declared condominium project shall be carried out by the Board of Directors and paid for by assessments charged by the Board of Directors to the condominium Unit Owners. The Board of Governors under the provisions as set forth in article of the Plan of Development, and provisions as may be contained in the By-laws of Tuckaway of Greenfield, as restated or amended, may exercise control of the common property of a declared condominium project in order to comply with the provisions of said Plan and By-laws.

35. OPERATING AND RESERVE FUND

- (a) The Board of Directors for an Association of Unit Owners, in their discretion, may establish two funds, one of which shall be designated the "Association operating fund" and the other, the "Association reserve fund". Both funds shall be deposited in bank checking accounts and excess funds may be transferred therefrom to a bank or savings and loan savings account as a Board of Directors in their discretion may determine. The Association operating fund shall be used for expenses which occur with greater than annual frequency, and the Association reserve fund shall be used for expenses which occur with annual or less than annual frequency. The assessments made by a Board of Directors shall be designated as assessments for Association operating fund and assessments for Association reserve fund.

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A Board of Directors shall have the full discretion to determine the amount of assessments to be charged to the unit owners in their condominium and the portion thereof to be allocated to each respective fund. In the event that there is dissatisfaction with the assessments made by a Board of Directors, the unit owners within said condominium, by a majority of at least 75% in a vote taken at a special meeting of said Association of Unit Owners called for that purpose, may override the assessments determined by the said Board of Directors and may at such special meeting set the assessment for the balance of the fiscal year of that Association of Unit Owners.

- (b) In addition to any other uses for these funds, the Board of Directors for an Association of Unit Owners of a condominium may use from such Association reserve funds any amount necessary to discharge any mechanics' liens or other encumbrances levied against the entire property of the condominium or any part thereof which may, in the opinion of the Board of Directors, constitute a lien against the condominium property or against the common elements in the condominium project, rather than merely against the interest therein of particular owners in said condominium project. Where one or more unit owners in said condominium are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association of Unit Owners by reason of said lien or liens shall be specially assessed to said owners.

36. ASSESSMENTS

If the funds described in paragraph 35 are established, then within thirty days on or before the beginning of each fiscal year of an Association of Unit Owners, the Board of Directors for said Association shall estimate the total amount necessary for both the Association operating and Association reserve funds for the ensuing year. On or before fifteen days of the beginning of the ensuing fiscal year, the Board of Directors shall notify each unit owner in said condominium in writing as to the estimated assessment for the coming year. Such estimated cash requirements shall be assessed to the owners in proportion to each owner's respective interest. On or before the first day of the fiscal year and on the first day of each third month of said year, each unit owner shall be obligated to pay to the Association or as it may direct, one-fourth of the assessment made pursuant thereto. If such payments are not made prior to the tenth day of the month designated for payment, the Board of Directors may prescribe a penalty for each day in which such assessment is not paid subsequent to the tenth day of the month designated for payment. At each annual meeting of an Association of Unit Owners, the Board of Directors for said Association shall supply to all owners an accounting of the expenses paid during the preceding fiscal year along with a tabulation of amounts collected pursuant to the estimates provided and showing any shortage or overage of actual expenditures plus reserves.

Any amount accumulated in the association operating fund in excess of the amount required for actual expenses shall be applied to a planned capital project or may be deposited into the reserve fund for future capital projects, and any net shortage shall be paid from the reserve fund unless there are not sufficient funds. In that instance, the shortage shall be added to each owner's assessment installments due in the succeeding six months after rendering of the accounting.

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- (a) The Association reserve fund shall be used for contingent and unforeseen expenses. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year and which shall have depleted the Association operating fund shall be first charged against such Association reserve fund. If the Association operating fund proves inadequate for any reason, including non-payment of any owner's assessment, an Association of Unit Owners by its Board of Directors may at any time levy a further assessment which shall be assessed to each owner in said condominium in proportion to his interest. The Board of Directors shall serve notice of such further assessment on all of the unit owners in said condominium by a statement in writing giving the amount and the reason thereof, and such further assessment shall become effective with the quarterly payment next ensuing. All owners shall be obligated to pay the adjusted quarterly amount.
- (b) Failure or delay on the part of the Board of Directors to prepare or serve the annual or adjusted estimate on a unit owner shall not constitute a waiver or release of such owner's obligation to pay the assessment as herein provided whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, unit owner shall continue to pay the quarterly assessment at the then existing quarterly rate established for the previous period until notice has been given as herein provided.
- (c) An Association of Unit Owners and its Directors hereof shall keep full and correct books of account and the same shall be open for inspection by any owner within said condominium project or representatives of any such owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by a unit owner.
- (d) If a unit owner in any condominium is in default in the quarterly payment of the charges or assessments for a period of more than thirty days, the Board of Directors, in the name of the Association for such condominium project, may bring suit for and on behalf of that Association and as representative of all owners within such condominium to enforce collection of such delinquencies or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of said suit, the legal interest, reasonable attorneys' fees and such penalties as may have been prescribed by said Board of Directors.
- (e) The amount of any delinquent and unpaid charges, assessments, penalties, interest, costs and fees as herein provided shall be a lien or charge against the unit ownership of the unit owner involved when payable and may be foreclosed as a lien as provided by law. In addition to the lien provided for herein, all of the unit owners shall also be personally liable for any charges or assessments made against the unit or units owned by them.
- (f) In the event that any personal action or action of foreclosure of a lien for assessments is commenced against an owner or his unit, the owner shall be required to pay a reasonable rental for such unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rents.
- (g) No unit owner may waive or otherwise escape liability for the assessments provided herein by non-user of the common or limited common areas or abandonment of his or her unit.

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37. OCCUPANCY RESTRICTIONS (Adopted 10-16-04; Amended 10-8-05)

Occupancy of a unit shall only be by the owner thereof or his or her immediate family (children, stepchildren, grandchildren, parents, brothers, sisters, nephews, or nieces). Additionally, one adult invitee of the owner may reside in the unit provided that the owner resides in the unit simultaneously with the invitee. No rental, lease or other occupancy of the unit shall be allowed, subject only to the following exceptions:

- a. Unit owners who have existing tenants as of the date of enactment of this amendment. This exception shall expire upon termination of existing lease or upon transfer of ownership of the unit, whichever shall first occur.
- b. A fiduciary, such as a trustee, if the occupant of the unit is beneficiary of the fiduciary entity.
- c. Purchase money mortgagees of the unit or the Association, where the unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure, provided, however, that said lease shall not be for a term of more than one year.
- d. Special hardship exception. The Board of Directors shall have the authority to waive the requirement of this section upon request of a unit owner if it determines 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. Request for a waiver shall be made to the Association in writing, and considered by the Board at a meeting for that purpose. Any exception granted by the Board must be by a writing signed by at least two members of the Board, provided, however, that any exception shall not be for a period of more than one year and, if the Board so approves in writing, for an additional one year renewal.

No unit owner shall be permitted to lease a unit pursuant to these rules unless and until the unit owner shall have paid to the Board of Directors on behalf of the Association all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against such unit, except permitted mortgages. Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary, levied by the Association against the unit or the unit owner. Any unit owner who rents a unit shall be responsible to the Association and its members for any damages suffered by the Association or its members arising from acts or omissions of a tenant, and for the actual and reasonable attorney fees expended by the Association in connection with enforcing this Article.

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38. VOTING POWERS

Wherever a majority or a percentage of votes or of unit owners is referred to called for herein, such language shall be taken to mean a majority or percentage of voting power in an Association of Unit Owners as set forth in Paragraph 23 of the Plan and set forth in the Declaration of Condominium applicable to such Association.

39. ADDITIONAL POWERS

In addition to the powers and duties enumerated herein, an Association of Unit Owners and Board of Directors for such Association shall have such other powers and duties as may be conferred and required by the Plan of Development for Tuckaway of Greenfield, its accompanying By-Laws and the Declaration of Condominium applicable to such condominium.

40. AMENDMENTS

These By-Laws may be changed by a 67% vote of the Unit Owner at a meeting called especially for that purpose. No changes to these By-Laws can be made that will be in conflict with the Plan of Development, Tuckaway of Greenfield, as restated or amended, its accompanying By-Laws and the Declarant of Condominium, Cloisters of Greenfield, [Ratified 10-13-01]

[10-08-22]