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By-Laws of
Lauderdale Hidden Harbor
Association, Inc.
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WRDA Rev. 12/22/2010

**By-Laws
of
Lauderdale Hidden Harbor Association, Inc.**

These By-Laws hereby amend By-Laws of Lauderdale Hidden Harbor Association, Inc. recorded in the Office of the Register of Deeds for La Crosse County, Wisconsin, on June 18, 1985, in Document Number 963563, Volume 736 of Records, Page 831, and any and all further amendments to said By-Laws by deleting the aforementioned By-Laws and amendments thereto in their entirety and replacing said By-Laws with the following:

These By-Laws incorporate by reference the Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Condominium Association, and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The By-Laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of Unit Owners and all other persons authorized and invited to use and to establish the procedure for the levy and collection of assessments to finance the operations of the Association and to permit the Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

SECTION I

Name, Form of Administration, Address

1.01 **Name.** The name of the Association created herein is Lauderdale Hidden Harbor Association, Inc., and is referred to herein as Association.

1.02 **Form of Administration.** The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes. Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the Members in accordance with Section III hereof. If a manager is retained by the Board of Directors, then that Manager shall be responsible for implementation of the policy decisions of the Board and operate under its supervision and control.

1.03 **Address.** The initial address of the Association and its principal office is 1371 Lauderdale Place, Onalaska, WI 54650.

SECTION II

Members, Rights and Obligations, Meetings of Owners

2.01 **Members.** All Unit Owners in the Condominium are, by the fact of ownership of their Unit, Members of the Association. As such, they are granted all rights and subject to all obligations of membership as created herein.

Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a Member of the Association as to that Unit, and the transferee becomes a Member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer, it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

2.02 **Annual Meetings.** The annual meeting of the Association shall be held in September of each year at 6:30 p.m. at a location selected by the Board of Directors, at such time and place as may be designated pursuant to Section 2.04.

2.03 **Special Meetings.** Special meetings may be held at any time on the call of the President or on written request to the Association by Owners of not less than 20% interest in the Common Elements. Special meetings held on written request as provided herein shall be conducted within sixty (60) days of the date of receipt of the request unless it specifies a longer period.

2.04 **Notice of Meetings.** The Secretary of the Association shall give written notice of every annual or special meeting to every Member at least ten (10) days before the date set for such meeting.

- (1) **Content of Notice.** The notice shall state whether the meeting is an annual or special meeting, the authority for call of the meeting, the place, date and hour of the meeting and, where required, the purpose or question to be considered at the meeting.
- (2) **Delivery of Notice.** The notice shall be given by delivery of a copy to a Member personally or by mailing the notice to the Member at such Owner's address as it appears on the Association's roster, postage prepaid.
- (3) **Failure to Receive Notice.** If notice is given as provided hereunder, the failure of any Member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.
- (4) **Holders of Security Interests.** Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be given by these By-Laws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record, including notice of proposed amendments to the Declaration, or the Association's Articles or By-Laws. Also, a first mortgagee, upon request, is entitled to written notification from the Association of any default in the

performance by a Unit Owner of any obligation under the Declaration or By-Laws not cured within sixty (60) days.

- (5) **Waiver of Notice.** The presence of any Member in person or by proxy, shall be deemed a waiver of notice as to such Member unless such Member objects at the opening of the meeting to the holding of the meeting because of failure to give proper notice. Members may waive notice of any meeting in writing to the Secretary.

2.05 **Quorum.** The presence of a majority of Unit votes, whether in person or by proxy, constitutes a quorum.

2.06 **Voting.** Voting is on the basis of Unit votes. Each Unit is entitled to cast one indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit.

- (1) **Proxies.** A Member may give another person authority to represent him and vote on such Owner's behalf at meetings of the Association. Such proxy shall be in writing and shall not exceed a period of 180 days.
- (2) **Representatives.** Any personal representative, executor or administrator of the estate of any Member, or guardian or trustee for any Member, may exercise such Member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.
- (3) **Suspension.** Voting rights shall be suspended if the Association has recorded a statement of condominium lien on a Unit and the amount necessary to release the lien has not been paid.
- (4) **Roster.** No person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.07 **Unanimous Consent Without Meeting.** Any action required or permitted by these By-Laws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action as so taken, is signed by a majority of the Members entitled to vote with respect to the subject matter thereof.

2.08 **Adjournment.** Any meeting of the Association may be adjourned from time to time and at such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.09 **Order of Business.** The order of business at all annual meetings is as follows:

- (1) Roll Call
- (2) Proof of Notice of Hearing
- (3) Proof of Quorum
- (4) Reading of Minutes of Preceding Annual Meeting
- (5) Report of Officers
- (6) Report of Committees
- (7) Election of Board of Directors
- (8) Unfinished Business
- (9) New Business
- (10) Approval of Budget
- (11) Adjournment

The order of business at all special meetings is determined by the President.

2.10 **Reserved Rights.** Election of Directors, amendments of the By-Laws, mortgaging or encumbering any of the associations assets, acquiring or conveying any interest in real estate are reserved to a vote by the Members.

SECTION III Board of Directors

3.01 **Number and Qualifications.** The affairs of the Association are governed by a Board of Directors composed of three (3) Directors. All Directors must be Unit Owners, but subject to the provisions of Section IV.

3.02 **Election.** Directors are elected by Unit votes at the annual meeting of the Association. Those candidates receiving the greatest number of votes from among the candidates running for the available Board positions shall be elected, notwithstanding the fact that they do not receive a majority of the votes cast. Each Unit has one vote for each vacancy on the Board, and cumulative voting shall not be allowed.

3.03 **Term of Office.** The term of office for each Director is three (3) years. The term of Directors shall be staggered so that one-third (1/3) are elected each year.

3.04 **Vacancies.** Vacancies on the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected serves as a Director until a successor is elected at the next annual meeting.

3.05 **Removal of Directors.** Directors may be removed for cause by a majority of the Unit votes at any annual or special meeting, notice of which includes notice of the proposed removal.

3.06 **Compensation.** No compensation shall be paid to Directors for their services as officers or directors.

3.07 **Annual Meetings.** The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly-elected Directors in order legally to constitute such meeting, provided that a quorum of the Directors is present.

3.08 **Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the Directors.

3.09 **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The time, place and manner of such meetings are determined by the President.

3.10 **Notice.** Notice of all meetings of the Board of Directors must be given to each Director personally, or by mail or email, at least three (3) days prior to the date of such meeting. Meetings will also be posted at each common message area at each building three (3) days prior to the date of such meeting.

3.11 **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver is deemed equivalent to the giving of a notice. Attendance by a Director at any meeting of the Board is 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 is required and any business may be transacted at such meeting.

3.12 **Unanimous Consent Without Meeting.** Any action required or permitted by these By-Laws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, if there is consent in writing, setting forth the action taken, is signed by all of the Directors then in office.

3.13 **Quorum.** At all meetings of the Board of Directors a majority of the Directors constitutes 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 is the act of the Board of Directors.

3.14 **Open Meetings.** Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors.

3.15 **Committees.** The Board of Directors may by resolution designate one or more committees, each committee to include one or more directors elected by the Board of Directors, and to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the directors and management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to alternate membership on any such committee and such

committee members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

3.16 Powers and Duties. The Board of Directors shall have all powers and duties necessary for administration of the affairs of the Association and may do all acts and things as are not prohibited by State law or the Condominium Documents required or to be exercised and done by the Unit Owners. In addition to the foregoing general duties imposed by these By-Laws, or further duties which may be imposed by resolution of the Members or the Association or which may be set forth in the Association Bylaw, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the Condominium and the Common Elements.
- (2) To collect assessments from the Members of the Association and to use the proceeds for the purposes of the Association.
- (3) To carry insurance and collect and allocate the proceeds.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, subject to the provisions of 2.10 and 3.16 (7).
- (7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, security interest or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of a majority of all of the Members of the Association.
- (8) To make rules and regulations in accordance with Section VIII of these By-Laws.
- (9) To enforce the provisions of the Condominium Documents and rules and regulations made in accordance with Section VIII.
- (10) The option to employ for the Association a management agent at a reasonable compensation established by the Board to perform any duties

and services as the Board shall authorize including, but not limited to, the duties listed in subsections 3.16(1) through 3.16(9) of these By-Laws, and the Board may delegate to the management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by the Board, or to have the approval of the Board of Directors or the Members of the Association.

- (11) All of the actions (including, without limitation, the adoption of these By-Laws and any rules and regulations for the Corporation, and any undertakings or contracts entered into with others on behalf of the Corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors elected by the Declarant shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Members of the Association at the first or any subsequent annual meeting of the Members so long as the actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents or by law.

SECTION IV

Officers

4.01 **Designation.** The principal officers of the Association are President, a Vice President, a Secretary and a Treasurer, three of which shall be elected from the Board of Directors, with the Board of Directors having the option to appoint a Unit Owner to the fourth position in addition to the Assistant Treasurer/Secretary.

4.02 **Election of Officers.** The officers of the Association are elected at the annual meeting of the Board of Directors.

4.03 **Term.** The officers of the Association hold office for a one-year term or until their successors are elected and qualified.

4.04 **Removal of Officers.** Any elected officer may be removed, with or without cause, by a majority vote of the Directors at any annual, regular or special meeting of the Board, notice of which includes notice of the proposed removal.

4.05 **Vacancies.** A vacancy in any office shall be filled by the Board of Directors.

4.06 **President.** The President is the principal officer of the Association. The President presides at all meetings of the Association and of the Board of Directors, and has all of the powers and duties given in these By-Laws or delegated by the Board of Directors.

4.07 **Vice President.** The Vice President takes the place of the President and performs the President's duties whenever the President is 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 delegated by the Board of Directors.

4.08 **Secretary.** The Secretary supervises the taking, preparation and preservation of the minutes of all meetings of the Board of Directors or of the Association, causes all notices required by these By-Laws to be given, certifies copies of the organizational and operational documents of the Condominium, as amended from time to time, upon request and executes other certificates on behalf of the Association, tallies votes at Association meetings, and has other powers and duties as may be delegated in the Declaration, by these By-Laws or by the Board of Directors.

4.09 **Treasurer.** The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to the Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under the Declaration, By-Laws and policies established by the Board of Directors, and has such other powers and duties as may be delegated by these By-Laws or by the Board of Directors.

4.10 **Assistant Treasurer/Secretary.** The Board of Directors shall have the option to appoint a Unit Owner of the Association to the position of Assistant Treasurer/Secretary. The Board of Directors shall have the option, at its full discretion, to make such appointment to assist in the operation of the Association.

SECTION V Operation of the Property

5.01 **Insurance.** The Association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the buildings and garages, subject to the provisions of this section. Such insurance shall cover the Property and shall name as insureds the Association, and all unit owners and their mortgagees, as their interests may appear, in an amount not less than the replacement value of the buildings, without deduction for depreciation. Each policy shall provide that adjustment of loss shall be payable to the Association or to an insurance trustee appointed by the Board of Directors (the "Insurance Trustee") as trustee for all unit owners and their mortgagees or land contract vendors as their interest may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof shall be payable to the Association.

The owners shall be required to obtain insurance for their individual property, including furniture, furnishings, cabinets, interior doors, trim, flooring, wall finishes, and non-weight bearing interior walls, and other personal property supplied or installed by unit owners, together with all air-conditioning equipment and other service machinery contained therein.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to the Association.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may, from time to time, determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Such public liability insurance shall be in a single limit of at least \$2,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. The Association may obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Association. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units.

Hazard insurance maintained by the Association must be maintained with an insurer licensed in Wisconsin and rated at least Best's general policyholder's rating of A. Policies may not be subject to contribution or assessment, to special corporation action by the carrier to authorize payment of benefits or to limiting clauses other than insurance conditions on payment of benefits. The insurance and any bond maintained by the Association must provide at least ten (10) days' notice to the Association and to Unit first mortgagees or their assigns before a policy is substantially modified or cancelled.

5.02 Repair and Reconstruction after Damage.

- (1) **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within sixty (60) days after said damage or destruction shall occur, 75% or more of Unit Owners elect either to sell the Property or to withdraw the Property from the provisions of the Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not

be undertaken. In the event of damage or destruction to any single building or the buildings aggregating less than fifty (50%) percent of the total buildings, said building or buildings shall be promptly repaired or restored.

- (2) **Insufficient Insurance.** In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and 75% or more of Unit Owners and all other parties in interest do not voluntarily consent in writing to reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.
- (3) **Substantial Restoration.** Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to, Section 2.07 of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct. In the case of partition and sale the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective undivided percentage interests in the common elements, to the extent sufficient for the purpose, all liens on the unit and the undivided percentage interest in the common elements owned by each unit owner.

5.03 Payment of Common Expenses. No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of Section 7.01 of these By-Laws). A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the Association or Board of Directors furnishes a statement pursuant to section 703.16 of the Wisconsin Condominium Ownership Act, such liability shall be limited to the amount set forth therein. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors.

5.04 Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually as provided in section

VII and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

5.05 Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be obligated to pay interest at a rate established by the Board of Directors from time to time per year on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 703.16 of the Wisconsin Condominium Ownership Act.

5.06 Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association or the Board of Directors acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.07 Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expense.

5.08 Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

5.09 Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

- (1) The units shall be used for residential purposes only.
- (2) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental

to the use and occupancy of each unit and shall be used exclusively for the benefit of the unit owners.

- (3) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- (4) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.
- (5) A unit owner shall not place any furniture, packages or objects in common elements, except that a unit owner may place furniture, packages or objects in the limited common elements of the unit, provided, however, such placement is not unsightly and in the case of the driveway, is of a temporary nature.

5.10 Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common and limited common elements shall require additions, alterations or improvements costing in excess of \$25,000 and the making of such additions, alterations or improvements shall have been approved by a majority of unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the costs thereof as a common expense. Any additions, alterations or improvements costing \$25,000 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

The provisions of this section specifically do not include the maintenance and/or replacement of common and/or limited common elements.

5.11 Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, or affix anything to, the exterior of his unit or of any portion of the Property. The Board of Directors shall not be liable to any contractor, subcontractor or material man or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements. .

5.12 Rules and Regulations. Rules and regulations concerning the use of the units and common and limited common elements may be promulgated and amended by the Board of Directors with the approval of a majority of unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

5.13 **Water Charges.** Municipal water shall be supplied to all of the units with an individual meter for each unit. Each unit owner shall pay for water consumed or used in conjunction with his unit including watering of the lawn areas adjacent to each applicable unit.

5.14 **Electricity.** Electricity required to service the units and the common elements is supplied by the public utility companies who service the area. The Board of Directors shall pay the bills for such electricity consumed or used in or in connection with the common elements as a common expense. Electricity is separately metered for each unit. Each unit owner shall pay the bills for electricity consumed or used in or in connection with his unit.

5.15 **Right of Access.** A unit owner shall grant a right of access to his unit to the property manager, and any other person authorized by the Board of Directors or the property manager, to make inspections; to correct any condition originating in his unit and threatening another unit or the common or limited common elements; to install, alter or repair mechanical or electrical services or other common or limited common elements in his unit or elsewhere in the building; and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

SECTION VI

Eminent Domain

6.01 **Eminent Domain.** Wisconsin law and the following provisions shall control upon any taking by eminent domain:

- (1) In the event of any taking of an entire Unit by eminent domain, the award for the taking shall be paid to the Unit Owner and the mortgagee of the Unit, as their interest may appear. After acceptance of the award by the Unit Owner and his or her mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Unit Owner whose Unit is not wholly taken by eminent domain, then the award shall be paid by the condemning authority to the Unit Owner and his or her mortgagee, as their interest may appear.
- (2) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to the taking shall be paid to the Unit Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Unit Owners shall determine whether to rebuild, repair or replace the portion so taken or to take any other action as they deem appropriate.
- (3) In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Declaration amended accordingly, and, if any Unit shall have been

taken, then the Declaration shall also be amended to reflect the taking and to proportionately readjust the percentages of the remaining Unit Owners. The amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any unit owner.

Section VII Maintenance Fees

7.01 **Common Expenses.** All expenditures for the operation, maintenance, repair and restoration of the common elements and for the operation of the association are common expenses to be shared proportionately by the unit owner as set forth in the Declaration.

7.02 **Amount of Maintenance Fees.** The maintenance fees shall be determined in accordance with the following provisions:

- (1) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement for those Common Elements that must be replaced on a periodic basis may be established in the budget and must be funded by regularly monthly payments as set forth in subsection 7.03. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Unit Owner and the maintenance fees for that year shall be established based upon the budget, although the delivery of a copy of the budget to each Unit Owner shall not affect the liability of any Unit Owner for any existing or future maintenance fees. The Board of Directors shall have the authority to increase the general maintenance fees or to levy any additional special assessments as it deems necessary provided that the Board of Directors determines, in its sole discretion:
 - (a) that the maintenance fees levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium;
 - (b) to provide replacements of existing Common or Limited Common Elements; or
 - (c) that there is an emergency.

7.03 **Apportionment.** All maintenance fees levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Unit Owners without increase or decrease for the existence of any rights to use of Limited Common Elements appurtenant to a Unit. Maintenance fees shall be payable by Unit Owners in four (4) equal quarterly installments, or twelve (12) monthly installments, as determined by the Board of Directors, commencing with the acceptance of a deed to a Unit, with acquisition of fee simple title to a Unit by any other means or upon execution of a land contract by which a Unit is purchased from Declarant. The payment of maintenance fees shall be in default if the maintenance fees, or any part of it, are not paid to the Association in full on or before the due date for the payment. Maintenance fees in default for ten (10) or more days shall bear interest from the initial due date at twelve percent (12%) per annum, unless modified by the Board of Directors, until each installment is paid in full. Each Unit Owner (whether one or more persons) shall be, and remain, personally liable, both jointly and severally, for the payment of all maintenance fees (including fines for late payment and costs of collection and enforcement of payment, including reasonable attorney's fees) pertinent to his or her Unit which may be levied while the Unit Owner is the Owner. Payments on account of installments of maintenance fees in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on the maintenance fees; and third, to installments in default in order of their due dates beginning with the oldest.

7.04 **No Exemption.** No Unit Owner may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

7.05 **Collection.** The Association has all powers given by law, the Declaration or these By-Laws to effect collection of the assessments hereunder. Any first mortgagee who obtains title to a Unit pursuant to the remedies in its mortgage or through foreclosure of its mortgage will not be liable for more than twelve (12) months of such Unit's unpaid Maintenance Fees or Common Expenses accrued before acquisition of the title to the Unit by the mortgagee. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Unit Owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien either by judicial action or by advertisement. The provisions of Wisconsin law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated in these By-Laws by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Unit Owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of the sale in accordance with the priorities established by applicable law. Each Unit Owner of a Unit in the Condominium acknowledges that at the time of acquiring title to the Unit, he or she was notified of the provisions of this section and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration often (10) days after mailing by first-class mail, postage prepaid, addressed to the delinquent Unit Owner(s) at his or her or their last known address of a written notice that one or more installments of the annual assessment or any special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these By-Laws if the default is not cured within ten (10) days after the date of mailing. The written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessment), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Unit Owner(s) of record. The affidavit shall be recorded in the La Crosse County Register of Deeds Office prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as stated above. If the delinquency is not cured within the ten (10) day period, the Association may take any remedial action as may be available to it under these By-Laws or under Wisconsin law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual reasonable attorney's fees (not limited to statutory fees) and advances for taxes and other liens paid by the Association to protect its lien, shall be chargeable to the Unit Owner in default and shall be secured by the lien on his or her Unit. In the event of default by any Unit Owner in the payment of any installment of the annual assessment or any special assessment levied against his or her Unit, the Association shall have the right to declare all unpaid installments of the assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to the Unit Owner in default upon seven (7) days written notice to the Unit Owner of its intention to do so. A Unit Owner in default shall not be entitled to utilize any of the general Common Elements of the Condominium and shall not be entitled to vote at any meeting of the Association so long as the default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Unit Owner or any persons claiming under him or her.

7.06 Maintenance of Common Elements. Except as otherwise provided herein, management, repair, alteration and improvements of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay such Owner's proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as the Unit Owner's fractional ownership in the Common Elements. Payment thereof shall be in such amount and at such time as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act, and these By-Laws.

7.07 By the Board. The Board, at the Association's expense, shall be responsible:

- (1) For the maintenance, repair and replacement of all portions of the Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces, and including, without any limit, outside walls of the Building, structural slabs, deck, patio, roof, interior

boundary walls comprised of studs, sheet rock (taped, floated, and primed) of a Unit and load-bearing columns.

- (2) For the maintenance, repair and replacement of all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Unit, excluding therefrom appliances and fixtures within a Unit.
- (3) For all incidental damage caused to a Unit by such work as may be done or caused to be done by the Association in accordance therewith.
- (4) For maintaining the Building, appurtenances and the Property according to the reasonably acceptable standards, including, but not limited to, lawn care, snow removal, exterior cleaning, exterior painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary, except as provided in 7.08.
- (5) For contracting for sewer, water, exterior lights, refuse collection, exterior electric service, vermin extermination and other necessary services. Also for placing orders for such equipment, tools, materials and supplies as are necessary to properly maintain the Condominium.

Funds for the payment of the above and foregoing shall be assessed against the Unit Owners as a Common Expense. Nothing contained in the Condominium Documents, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited only to damages resulting from negligence concerning such.

7.08 By the Owner. Except as otherwise provided in Section 7.07 above, each Unit Owner shall furnish, at such Owner's expense, and be responsible for the following:

- (1) All of the maintenance, repairs and replacements within his own Unit, all cabinets, molding, trim, flooring, interior non-weight-bearing walls appurtenant thereto, all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, fireplace, chimney and liner, garage door opener and controls, appliances, and heating, plumbing and air conditioning fixtures, or installations, and any portion of any other utility service facilities located within the Unit boundaries; however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sewer service or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. Each Owner shall be responsible for cleaning the interior and exterior surfaces of limited common areas of ingress and egress. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units as a Common Expense.

- (2) All of the decorating within this own Unit from time to time, including all painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceiling as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at Owner's sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of the perimeter wall of the Unit shall be the responsibility of the Unit Owner.
- (3) Notwithstanding any provision to the contrary, the Board of Directors shall have the option to either have the Association maintain and/or replace all such windows and doors or directing the Unit Owner to maintain and/or replace all windows and doors as determined to be in the best interest of the Association by the Board of Directors. Any such windows and/or doors which are maintained or replaced by the Unit Owner shall be in compliance to the specifications and regulations as determined by the Board of Directors. When applying such provisions of maintenance or replacement of such windows and doors, said policy shall be applied uniformly to all Unit Owners.
- (4) In the event that a Unit Owner has completed improvements to his/her Unit, impacting the exterior or Common Elements of the Unit, such as but not limited to sun-screening, sun tunnels or under-deck improvements, the Unit Owner shall be responsible for the continued maintenance and replacement of such improvements pursuant to the instruction of the Board of Directors.
- (5) If, due to the negligent act or intentional or unintentional omission of the Unit Owner, or a member of such owner's family or guest or other authorized occupant or visit of such Unit Owner, damage is caused to the Common Elements to the Unit or a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay the damage and such maintenance, repairs or replacements as may be determined by the Board of Directors, subject to the rules and regulations and By-Laws of the Board.

If, due to the negligent act or intentional or unintentional omission of the Unit Owner, or a member of such owner's family or guest or other authorized occupant or visit of such Unit Owner, damage is caused to the Common Elements to the Unit or a Unit owned by others, or maintenance, repairs or replacements shall be required which would

otherwise be a Common Expense, then such Unit Owner shall pay the damage and such maintenance, repairs or replacements as may be determined by the Board of Directors, subject to the rules and regulations and By-Laws of the Board.

7.09 Utilities. Each Unit Owner shall pay for such Owner's own telephone, electricity and other utilities, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. The water sprinklers for the lawn shall be separately metered to the Association and shall be treated as part of the Common Expenses.

7.10 Insurance and Indemnity.

- (1) Each Unit Owner shall be required to carry condominium homeowners insurance coverage such Owner's Limited Common Elements and Owner's Unit contents, including without limitation all furnishings; wall, ceiling and floor coverings; decorations; cabinets; all fixtures (except electrical wires and conduits, plumbing pipes, and air conditioning components contained within the walls, floors or ceiling); window treatments; appliances, furniture; and all other personal property contained in the Unit from time to time. Each Unit Owner shall also be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the Unit Owner's Unit and appurtenant Limited Common Elements. The Association shall under no circumstances have any obligation to obtain any insurance coverage required to be carried by a Unit Owner.
- (2) The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Condominium, carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and appurtenant to the ownership, use and maintenance of the Common Elements and administration of the Condominium. All premiums for insurance purchased by the Association shall be treated as part of the Common Expenses.
- (3) Each individual Unit Owner shall indemnify and hold harmless every other Unit Owner, and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within the Unit Owner's Unit or appurtenant Limited Common Element, and each individual Unit Owner shall carry insurance to secure this indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Unit Owner, however, and the Association and all Unit Owners shall use their best efforts to cause all property and liability insurance carried by them to contain appropriate provisions so that the insurer waives its right of subrogation as to any claims against any Unit Owner or the Association.

7.11 **Joint Facilities.** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then use thereof by the individual Unit Owner shall be subject to the rules and regulations of the Board. The authorized representatives of the Board may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

7.12 **Special Assessments.** In addition to the power to set maintenance fees as determined by this Section, the Board of Directors shall also have the option to assess for emergency repairs and/or maintenance, and for such other purposes as determined to be in the best interest of the Association as determined by the Board of Directors.

All Special Assessments shall be charged equally to all Unit Owners and shall be paid in a manner as determined by the Board of Directors.

In order to assess a Special Assessment, notice of the meeting of the Board of Directors for which the special assessment is to be considered must be given to all Unit Owners pursuant to the notice requirements as provided in Section II regarding Unit Owner meetings, and shall require the approval of a majority of the Board of Directors.

In the event that such Special Assessments are not paid for by the Unit Owner, a lien shall be placed upon that Unit in the same manner as Maintenance Fees liens are provided for in this Section.

SECTION VIII

Restrictions

8.01 **Residential Purposes.** No Unit in the Condominium shall be used for other than single-family residential purposes.

8.02 **Activities on Property.**

- (1) No portion of the Condominiums shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers properly concealed from public view.
- (2) No immoral, improper, unlawful or offensive activities shall be conducted on any Unit, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood or adjoining residences, nor shall any unreasonably noisy activity be conducted on any portion of the Condominium property.

8.03 **Rules and Regulations.** Reasonable rules and regulations consistent with law, the Declaration and these By-Laws, concerning the use of the Common Elements and Units may be made or amended from time to time by any Board of Directors of the Association pursuant to 5.12.

8.04 **Responsibility for Actions.** Each Unit Owner shall maintain his or her Unit and any Limited Common Elements appurtenant to his or her Unit for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Unit Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Unit Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, his or her assigns, tenants, agents, invitees or licensees, unless the damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Unit Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Unit Owner in the manner provided in Section VII of these By-Laws.

8.05 **Leasing.** With the written consent of the Board of Directors, Unit Owner may lease his or her Unit or any appurtenant Limited Common Element for not less than thirty (30) day increments the same purposes set forth in Section 8.01 of these By-Laws, except that no Unit Owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

8.06 **Landscaping.** No Unit Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon any Common Elements, unless approved by the Board of Directors or the Landscape Committee appointed by the Board of Directors.

SECTION IX

Remedies for Default

9.01 **Remedies.** Any default by a Unit Owner shall entitle the Association or another Unit Owner to the following relief:

- (1) Failure to comply with any of the terms or provisions of the Condominium Documents or Chapter 703 of the Wisconsin Statutes shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination of these remedies, and such relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner or Unit Owners.

- (2) If any proceeding arising because of an alleged default by any Unit Owner is successful, the Association or aggrieved Unit Owner(s) shall be entitled to recover the costs of the proceeding and any reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any offending Unit Owner be entitled to recover attorneys' fees.
- (3) The violation of any of the provisions of the Condominium Documents, or these By-Laws, or the rules and regulations by the Unit Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing the fines have first been duly adopted by the Board of Directors of the Association and notice given to all Unit Owners. Thereafter, fines may be assessed only upon notice to the offending Unit Owner and an opportunity for the Unit Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Section VII of these By-Laws.

9.02 **No Waiver.** The failure of the Association or of any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents, or these By-Laws, or the rules and regulations, shall not constitute a waiver of the right of the Association or of any such Unit Owner to enforce the right, provision, covenant or condition in the future.

9.03 **No Election of Rights.** All rights, remedies and privileges granted to the Association or any Unit Owner or Unit Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, or these By-Laws, or the rules and regulations, shall not be deemed to constitute an election of remedies, and shall not preclude any party thus exercising the same from exercising any other and additional rights, remedies or privileges as may be available to the party at law or in equity.

SECTION X

Compliance

10.01 **Compliance.** The Association and all present or future Unit Owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Condominium Documents, or these By-Laws, or the rules and regulations, and pertinent law, and the mere acquisition, occupancy or rental of any Unit or an interest in a Unit or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents, these By-Laws, and the rules and regulations are accepted and ratified. In the event that the Condominium Documents, or these By-Laws, or the rules and regulations conflict with Chapter 703 of the Wisconsin Statutes, then Chapter 703 of the Wisconsin Statutes shall govern.

SECTION XI

Accounts and Finances

11.01 **Accounts.** The association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary to reflect accurately the condition and action of the Association. Such books and records are open to inspection by all Unit Owners and Unit first mortgagees.

11.02 **Audit.** The Board of Directors may establish an audit committee, containing at least one Unit Owner who is not a Director, to audit the accounts of the Association. A majority of Unit first mortgagees may have an audited statement of the Association's fiscal dealings for any fiscal year prepared at their expense.

11.03 **Financial Statements.** Financial Statements shall be prepared by a third party on an annual basis of January 1 through December 31 of each year.

SECTION XII

Liability of Officers

12.01 **Exculpation.** No Director or Officer of the Association, in such person's capacity as Director or Officer rather than as a Unit Owner, is liable for acts or defaults of any other Director, Officer or Unit Owner or for any loss sustained by the Association or any Member thereof, unless the same has resulted from such person's own willful misconduct. Nothing contained in this Section exempts such Director or Officer from the liabilities and obligations of Unit Owners as provided by these By-Laws.

12.02 **Indemnification.** Every Director and Officer of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including attorney's fees) actual and necessarily incurred by or imposed by him or her in connection with the claim, action, suit proceeding, investigation or inquiry of whatever nature in which such person may be involved as a party or otherwise by reason of such person having been a Director or Officer of the Association at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which such person shall be finally adjudged in such action, suit or proceeding, investigation or inquiry to be liable for willful misconduct toward the Association in the performance of such person's duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association shall insure its obligations under this subsection.

SECTION XIII

Boat Docks

13.01 **Boat Docks.** Boat Docks are included in the Common Elements and Limited Common Elements.

13.02 **Ownership of Boat Docks.** Ownership of the Boat Docks are limited to Unit Owner Members of the Association. No transfer of a Boat Dock shall be allowed other than to a Unit Owner Member of the Association.

13.03 **Transfer of Ownership, New Unit Owners.** All transfers of ownership of Boat Docks shall be reported to the Secretary of the Association as prescribed by the Secretary of the Association. Upon the transfer of a unit, the interest of the boat dock appurtenant to that unit transfers to the new owner.

13.04 **Transfer of Ownership Among Unit Owners.** Unit owners or the association may transfer ownership of a boat dock to another unit owner. Appropriate documentation (Bill of Sale, Title Transfer, Deed) must be presented to the Lauderdale Hidden Harbor Association Board of Directors for approval of all transfers.

13.05 **Recordation of Ownership.** The Secretary of the Association shall be responsible for compiling a ledger indicating ownership of the individual Boat Docks which ledger shall be evidence of ownership.

13.06 **Exhibit A.** Attached as exhibit A is a Lauderdale Hidden Harbor Association, Inc. boat slip description. The Hidden Harbor Association Board of Directors, as part of the rule making process, shall compile a schedule indicating each unit interest in the appurtenant boat slip.

SECTION XIV Fiscal Year

14.01 **Fiscal Year.** The fiscal year of the Association begins on the first day of January in each year and ends on the last day of December of the same year.

SECTION XV Amendment

15.01 **Amendment.** Except as otherwise provided herein, these By-Laws may be amended from time to time by affirmative vote of 67% of the Unit votes at a meeting duly called for the purpose. Any portion of these By-Laws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

SECTION XVI Interpretation

16.01 **Interpretation.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

16.02 **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

16.03 **Gender; Number.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

16.04 **Definitions.** Capitalized terms in these By-Laws, unless specifically defined herein or in the Declaration, shall be defined as provided in Chapter 703, Wisconsin Statutes, as amended from time to time.

SECTION XVII.

Seal

17.01 **Seal.** The Association shall have no seal.

Certification of By-Laws of Lauderdale Hidden Harbor Association, Inc.

The President and Secretary of Lauderdale Hidden Harbor Association, Inc., hereby certifies that the attached By-Laws of Lauderdale Hidden Harbor Association, Inc. was duly approved by more than 67% of the Unit Owners of Lauderdale Hidden Harbor Association, Inc. at a duly-called Unit Owners meeting held on September 11, 2013, and that the attached By-Laws of Lauderdale Hidden Harbor Association, Inc. is a true and accurate copy of said By-Laws approved at the Unit Owners meeting held on September 11, 2013.

LAUDERDALE HIDDEN HARBOR ASSOCIATION, INC.

By: Donald W. Tompkins
President

By: Rudy Dagnen
Secretary

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE) ss.

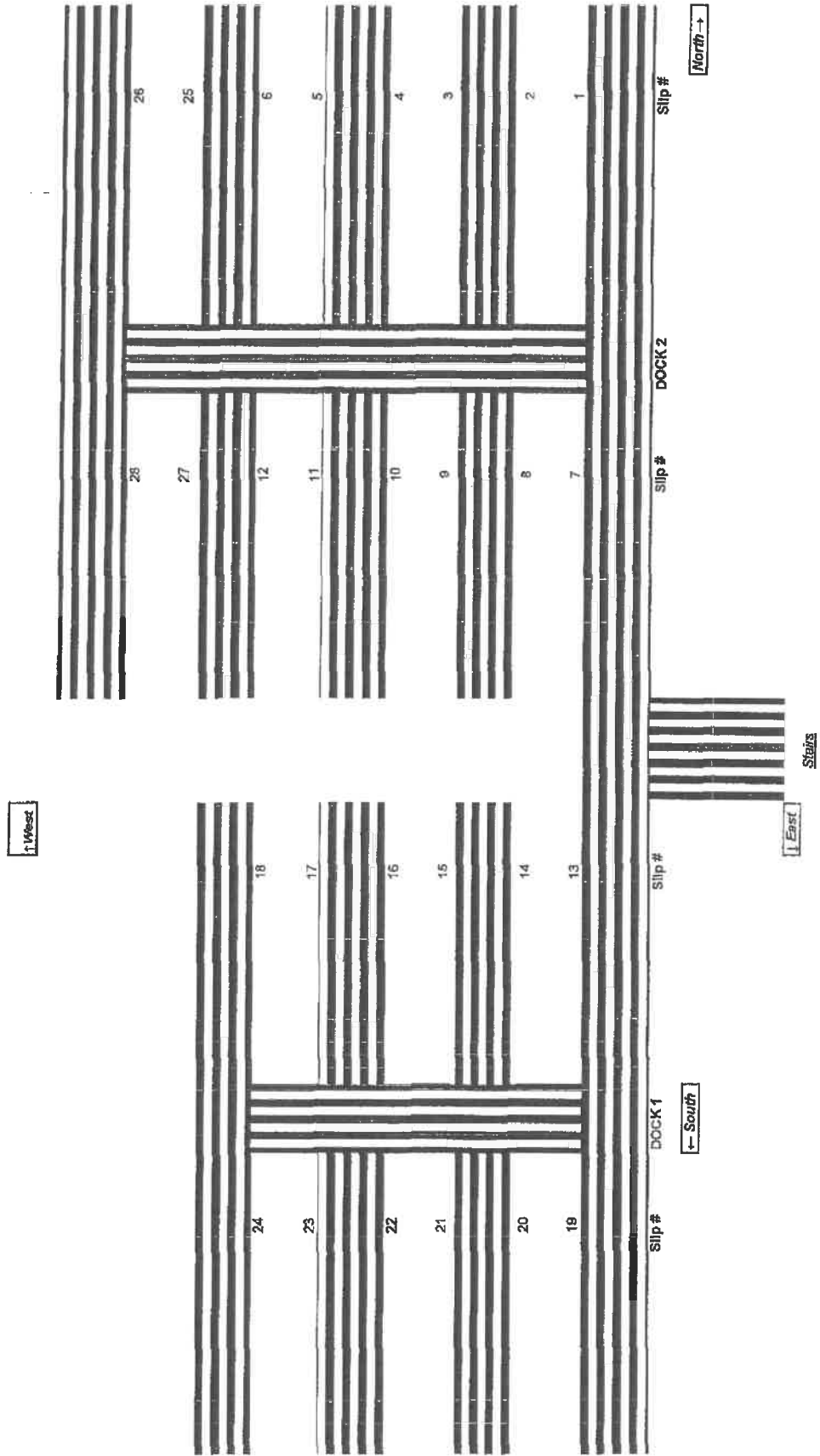
This instrument was acknowledged before me on September 13, 2013, by Donald W. Tompkins, as President of Lauderdale Hidden Harbor Association, Inc. and Rudy Dagnen, as Secretary of Lauderdale Hidden Harbor Association, Inc.

Gifford M. Collins
Notary Public, State of Wisconsin
My Commission: is permanent



Hidden Harbor Boat Slip Description

Exhibit A



**Rules and Regulations
of
Lauderdale Hidden Harbor Association, Inc.**

1. **Animals.** No cats, dogs, rabbits, gerbils, guinea pigs, hamsters, mice, birds, reptiles, livestock, fowl or poultry, or any other animals, wild or domesticated shall be raised, bred, or kept in any unit or in the common elements.

2. **Association Dues, Late Fees & Penalties.** All unit owners are obligated to pay their dues on the first day of each month. In addition to the interest levied in the By-Laws, a late fee of \$10.00 is assessed as of the fifth day of the month. Each owner is allowed one late payment per calendar year without penalty assessment. A \$20.00 charge will be made for all checks returned by the bank for any reason. Upon notification of the violation of one or more of the rules and a failure to correct the rule violation, the Board may, upon majority vote, impose an assessment of \$30.00 per day against the unit owner for each and every day that the violation continues.

3. **Autos.** Each unit owner shall be entitled to keep no more than two (2) small vehicles on the condominium grounds. The term "small vehicle" shall be defined to include automobiles and trucks no larger than one-half ton and motorcycles. Only vehicles in working condition shall be permitted on the condominium grounds. No mechanical repairs or maintenance shall be performed on a vehicle on the common areas except for emergency repairs to start the vehicle or change a flat tire. Larger trucks and recreational vehicles shall not be kept on the condominium grounds.

4. **Automobile Parking.** Automobile spaces are numbered with the numbers beginning with the upper unit and alternating thereafter between upper and lower units. Vehicles shall be parked within designated parking area. Cars improperly parked in the common elements may be summarily removed at the owner's expense. No vehicle belonging to or under the control of any owner or a member of the owner's family or a guest or lessee shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the property.

5. **Automobile Removal for Snow Plowing.** On any snowfall of two inches or more, all vehicles should be removed from the parking lot by 7:00 a.m. the morning after the snowfall. They may be returned to the parking lot once the snowplowing has finished. Your car may be towed if not removed prior to the time of snowplowing. If you park your vehicle along the sidewalk, please be certain that your bumper does not produce over the sidewalk. If you pull your vehicle in too far, the sidewalks will not be able to be cleaned properly.

6. **Boats.** No boat slip owner shall park or allow his tenant to park a boat in his boat slip which is greater than 24 feet long and 8 ½ feet wide. The length of boats allowed to use the outside 14 slips is limited to 26 feet long. Boats and boat trailers shall not be stored on the condominium grounds except for within the garages. Boat dockage space shall be used only for the boat owned by the boat slip owner except that a boat slip may be sublet to another unit owner

who does not have a boat slip. Any rent money would go to the boat slip owner. In the event a unit is leased, the tenant has the right to use the boat slip, but must follow the rules. The tenant is not allowed to have guests or their family use the owners boat slip without the owner's permission. Boat slip owner's family and guests may park in their slip for up to one week. Anyone docking over one week must get approval from one of the Hidden Harbor Board Members. The owner of the boat slip is responsible for any damage or littering done by their guests and/or family. Visitor boats may tie up along the west end of the dock (which is the name of the transient dockage) for up to 24 hours. Proof of boat ownership must be furnished to the Board upon request. Because of liability, adult supervision is required at the dock area for anyone under 14 years of age. Anyone under 14 years of age must wear a life jacket or water floatation device while fishing or exercising use of the dock. No spear fishing is allowed off the dock. Beginning with the 2007 boating season, seasonal docking must present a copy of the boat registration to the Secretary for filing before the boat can be docked. Boats must be in slip owner's name.

7. **Boat Use in Bay Area.** Condominium owners, occupants and tenants shall at all times exercise due care in all activities involving the Lauderdale Bay and surrounding wildlife habitat to preserve and maintain the water quality and natural beauty of the area, including, but not limited to: a) abiding by the no-wake restriction and 5-mile-per-hour city ordinance while operating boats in the bay and in the canal leading to the Black River channel, and b) refraining from any activity which will tend to pollute the bay or destroy the natural wildlife, vegetation, on or adjacent to the condominium grounds, the bay and the canal.

8. **Common Area.** Common sidewalks, driveways, entrances, halls, stairways and passageways shall not be obstructed or used for any other purpose than ingress to and egress from the units. No article shall be placed on or in any of the general common elements except for those articles of personal property which are the common property of all the unit owners. Owners, members of their family, their guests, residents, tenants or lessees shall not use the sidewalks, driveways, entrances, halls and passageways as recreational areas. No work of any kind shall be done upon the exterior building walls or upon the general common elements by any unit owner. Such work is the responsibility of the association. Patios and walkways must be kept neat. Back decks, the ones facing the water, cannot be used for storage. They are to be used for ingress and egress only. Front decks, the ones facing the parking area, may be used for storage of items not distracting from the appearance of the condo project. Any damage to the general common elements or common personal property caused by an owner or an owner's guests or family members shall be repaired at the expense of that owner. No signs shall be placed on common area property without prior approval from the Association with the exception of Open House Signs which may be displayed a maximum of 8 hours per week and For Sale signs which will be allowed in the front entrance door or front window of marketable units. Firewood for second floor fireplace shall be placed in a wood basket or container to keep the firewood off the deck floor. This will prevent rotting of the deck floor.

9. **Doors, Awnings, Sun Tunnels.** Unit owners may replace their existing front door, storm door, and sliding door unit, at their own expense, with doors that have been specified by the Board of Directors so that any replacement doors otherwise look the same as the other unit doors and have the same color as the other doors. Second floor units may install awnings or

sun tunnels, at their own expense, with awnings and sun tunnels that have been specified by the Board of Directors. All ongoing maintenance or any damage caused of any of the replacement doors, awnings or sun tunnels will be the responsibility of the unit owner that installed the devices.

10. **Drapes.** All drapers or drape linings visible from the exterior of any unit shall be of a neutral, white or off-white color, except for windows and sliding doors in the sun porch, unless written approval is received by the Board. It is prohibited to hang garments, rugs or any other items from the windows, roof or any of the decks, walkways and facades of the building. Interior and exterior window cleaning shall be the responsibility and expense of each respective condominium owner.

11. **Fireplaces and Chimneys.** Every fireplace shall be inspected every two years by a chimney sweeper hired by the Board. Every unit with a wood fireplace must allow the inspection and cleaning if it is deemed necessary by the inspector. Fireplaces converted to gas are exempt from this requirement. Each unit will be billed individually by the chimney sweeper. Inside fire alarms need to be reset after they have been tripped.

12. **Garbage.** Disposition of garbage and trash shall use only approve garbage disposal units or by use of common trash facilities. Trash such as bottles, paper or containers must not be thrown on these or adjoining premises. Scheduled trash pickup for Hidden Harbor is Friday morning. Pickup point for trash is by your individual garage door. Please do not place trash outside your garage door prior to Thursday evening. All residents are required to put their garbage in trash bags to prevent loose garbage from flying around the premises. Recycling bins shall be placed in accordance with directions from the City of Onalaska. In so far as possible, garbage should be placed in covered containers.

13. **Grills.** Barbecue supplies should be kept in the unit or patio. Grills, gas and open flame type, are to be used in the common areas and 10 feet or more away from the units. Only electric grills can be used on the upper decks which is approved by the manufacturer for multiple unit living. Any open-flame grilling has to be done at least 10' from the building. Covered grills can be stored on the front decks or patios provided that they have completely cooled off. Gas grills cannot be stored in garages with propane tanks attached. Grills with tanks attached must be kept outside. Smokey Joes and Hibachis must be used on a paved or concrete surface. They cannot be used in grassy areas due to the fact that they are too low to the ground and burn out the grass.

14. **Insurance.** Each unit owner is required to carry his own homeowners insurance covering his own unit together with the contents therein. The interior walls, ceilings, floor coverings, cabinets and furnishings are to be insured by the unit owner. The Association carries insurance on the building super structure, including the unfinished surfaces of the floors, ceilings and walls.

15. **Keys.** If a key is lost, the unit owner shall be responsible for the expense of changing any necessary locks.

16. **Noise.** Use of any facilities of the property will be made in such manner as to respect the rights and privileges of other owners and occupants. Owners and occupants shall exercise prudent care to avoid making, or permitting to be made, loud, disturbing or objectionable noises and in using or playing or permitting to be played any musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, or occupants of other units.

17. **Tenants.** Unit owners may rent their units by written lease provided the Association is given a copy of the lease and the lease specifically obligates the tenant to abide by the declaration, By-Laws, Rules and Regulations. A rental does not relieve the owner of his obligations. In the event expenses are incurred due to violations of rules by invitees or tenants, the owner shall be responsible for payment of the same. All unit owners must include a copy of the Rules and By-Laws with every lease so that tenants are on notice of the rules. Each unit owner shall observe and perform these rules and insure that his/her family members, invitees and tenants observe and perform these rules.

18. **Utilities: Electric, Telephone and Cable.** No owner, resident or lessee shall install wiring for electrical, telephone or for any other purpose. No television or radio antennas, transmitting or receiving machines, or air conditioning units shall be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the improvements (or are otherwise visible from the ground) except as may be expressly authorized by the Association in writing. Only the standard locations provided for the connection of telephone and cable services shall be used. First floor unit owners may be excluded from abiding by this rule; however, all wiring must be at ground level where it will be covered by landscaping. In addition, any holes made in the exterior must be caulked to maintain integrity of the buildings. Upper level unit owners must hire an electrician to bring wires over inside ceiling.

19. **Amendment of Rules.** The foregoing regulations are subject to amendments and the promulgation of further regulations.

ADDENDUM TO BY-LAWS
OF
LAUDERDALE HIDDEN HARBOR CONDOMINIUMS

LEGAL DESCRIPTION

*All of Units 1351,1353,1355,1357,1359,1361,1363 & 1365, Phase 1;
Units 1321,1323,1325,1327,1329,1331,1333,1335,1337,1339,1341, & 1343, Phase 2;
Units 1301,1303,1305,1307,1309,1311,1313 & 1315, Phase 3; Lauderdale Hidden Harbor
Condominiums: Recorded in Volume 2, Page 2 of Condominium Plats as Document Number
963562: Located in Part of Government Lot 1, Section 8, T16N-R7W, City of Onalaska,
La Crosse County, Wisconsin.*