

**AMENDED AND RESTATED BY-LAWS OF
TUCKAWAY SHORES HOMEOWNER'S ASSOCIATION, INC.**

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AMENDED AND RESTATED BY-LAWS
OF
TUCKAWAY SHORES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Association is Tuckaway Shores Homeowners' Association, Inc., hereinafter referred to as "Association". The principal office of the Association and the mailing address of the Association shall be at 2719 South 60th Street, Milwaukee, Wisconsin 53219. Meetings of the members and directors may be held at other places within the State of Wisconsin.

ARTICLE II
DEFINITIONS

Section 1. "**Association**" shall mean and refer to Tuckaway Shores Homeowners' Association, Inc., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 2. "**Property**" shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. "**Common Area**" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners.

Section 4. "**Limited Common Areas**" shall be those common elements (areas) which are identified more particularly in the Declaration Of Condominium Ownership for Tuckaway Shores Condominiums, which are specifically reserved for the exclusive use of one or more owners, but in no event, for all of the unit owners.

Section 5. "**Unit**" shall mean that portion of the property subject to the Declaration, consisting of a portion of a residential building constructed on the aforementioned real estate, having a separate entrance, with enclosed rooms or areas occupying said building, more particularly described in the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

Section 6. **"Owner"** shall mean and refer to the record owner, whether singular or plural, persons or entities, of a fee simple title to a unit. This shall not be deemed to include any person or entity who may hold such interest as a security for the performance of an obligation.

Section 7. **"Declarant"** shall mean the Tuckaway Shores Condominiums, a joint venture.

Section 8. **"Declaration"** shall mean and refer to the Declaration of Condominium Ownership applicable to the real estate which shall be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, and any supplements or amendments thereto.

Section 9. **"Member"** shall mean any person or entities entitled to membership as provided in the Declaration.

ARTICLE III MEETINGS OF MEMBERS

Section 1. **ANNUAL MEETINGS:** The first annual meeting of the members shall be held within one (1) year from the date of recording the Declaration, and each subsequent regular meeting of members shall be held on the same day during the same week of the same month of each year thereafter. Said day shall be chosen by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may be properly brought before the meeting.

Section 2. **SPECIAL MEETINGS:** Special meetings of the members shall be called at any time by the Board of Directors, or by the President of the Association, or upon written request of twenty-five percent (25%) of the members who are entitled to vote.

Section 3. **PLACE OF MEETINGS:** Meetings of the unit owners shall be held at such place as the Board of Directors shall deem to be convenient to the owners and adequate in size to handle the meeting.

Section 4. **NOTICE OF MEETINGS:** Written notice of each meeting of the members shall be given by, or at the direction of the Secretary, or such other person as the Board of Directors shall appoint, to call the meeting, by delivering written notice, either personally or by mail or by a general posting of the Notice as hereinafter provided, at least ten (10) days prior to such meeting. A general posting shall be accomplished by the placement of the Notice in the Recreation Building on the board provided for same. The Recreation Building is located on the Island. If

notice is given personally or by mail, notices shall be given to each voting member entitled to vote at said meeting whose names appear on the books of the Association for the purpose of giving Notices. All Notices of Meetings shall specify the place, day and hour of the meeting, and the purpose of the meeting. In lieu of such notice, waivers may be accepted from all unit owners.

Section 5. **QUORUM:** The presence of ten percent (10%) of the total number of members entitled to cast votes, of each class of membership, shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. In the event a quorum is not reached at any meeting, the members present, who are entitled to vote, shall have the power to adjourn the meeting from time to time, without written notice or any other type of notice other than an oral announcement at said meeting, until a quorum is present. In determining said quorum, members present in person or by proxy shall be counted in determining the total number of voting members present at the meeting.

Section 6. **PROXIES:** At any meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to the start of the meeting. Each proxy must be dated and shall be valid, unless otherwise specifically stated on said proxy for a period not exceeding one (1) week. Any proxy shall automatically cease upon the conveyance by any unit owner to another individual or entity.

Section 7. **MAJORITY OF UNIT OWNERS:** As the term "Majority of Unit Owners" is used in these By-Laws, it shall mean those unit owners having more than fifty (50) percent of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners.

Section 8. **DECLARANT'S CONTROL:** Except as provided in Article IV, Section 1, the Declarant, or its designee, may appoint and/or remove the officers of the Association and exercise powers and responsibilities of the Association provided, however, that such control shall cease seven years from the date the first condominium unit is conveyed by declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the total units, whichever time occurs first.

Section 9. **RIGHTS OF DECLARANT PRIOR TO TRANSFER:** The Declarant specifically reserves the right to retain units from sale and use said units and any common areas of the condominium and facilities thereto, and together with any unsold units on such condominium

property, to facilitate the completion and sale of all units contemplated thereon, including but not limited to, maintaining a sales office, showing property and maintaining "for sale" signs for all phases.

ARTICLE IV
BOARD OF DIRECTORS
SELECTION AND TERM OF OFFICE

Section 1. **SELECTION:** Except for the initial Board of Directors, the affairs of this Association shall be managed by a Board of Directors of seven (7) Directors. The Board of Directors, except for the initial Directors, shall be made up of at least seven (7) members of the Association. Prior to the conveyance of twenty-five percent (25%) of the common element interest to purchasers, the Association shall hold a meeting of the unit owners, other than Declarant (unless the Declarant is also a unit owner) and shall elect at least twenty-five percent (25%) of the Directors; prior to the conveyance of fifty percent (50%) of the common element interest to purchasers, the Association shall hold a meeting of the unit owners, other than the Declarant (unless the Declarant is also a unit owner) and shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors. Not later than forty-five (45) days after the expiration of any period of Declarant control, the Association shall hold a meeting and the unit owners shall elect a new Board of Directors consisting of seven (7) Directors.

Section 2. **INITIAL DIRECTORS:** There shall be three (3) initial Directors who shall hold office until the first election as set forth in Section 1 above and whose names and addresses are as follows:

- a. Richard J. Kaerek
2719 South 60th Street
West Allis, Wisconsin 53219
- b. John Barich
2719 South 60th Street
West Allis, Wisconsin 53219
- c. Richard W. Double
700 North Water Street
Milwaukee, Wisconsin 53202

Section 3. **ELECTION AND TERMS OF OFFICE:** At the meetings of the unit owners referred to in Section 1 of this Article, the terms of office of three (3) members of the Board of Directors shall be set at three (3) years. The terms of office of three (3) other members of the Board of Directors shall be set at two (2) years, and the terms of office of the three (3) remaining members of the Board of Directors shall be set at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. Except for the event of resignation, removal or death, each Director shall hold office until his respective successor has been elected by the unit owners.

Section 4. **REMOVAL OF DIRECTORS:** Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 5. **COMPENSATION:** No Director shall receive compensation for any service he may render to the Association. A Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. **ACTION TAKEN WITHOUT A MEETING:** In the absence of a formal meeting, the Directors shall have the right to take any action which they could take at a meeting by obtaining the written approval of all the Directors. Any action so taken, shall have the same effect as though taken at a formal meeting of the Directors.

ARTICLE V

MEETING OF THE DIRECTORS

Section 1. **REGULAR MEETINGS:** Regular meetings of the Board of Directors shall be held at such times and at such places as may be set from time to time by resolution of the Board of Directors. No regular meeting of the Board of Directors shall be held without the provision of written notice to each unit owner at least ten (10) days in advance of said meeting.

Section 2. **SPECIAL MEETINGS:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, by giving at least

forty-eight (48) hours advance notice of said meeting to each Director, except in an emergency situation, in which case the Board may provide whatever notice is reasonably available.

Section 3. **QUORUM:** A majority of the Board of Directors shall constitute a quorum for the transacting of business.

Section 4. **WAIVER OF NOTICE:** Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board in writing. The giving of such waiver shall be deemed equivalent to the giving of proper notice of said meeting. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, said meeting shall be deemed to have been properly called, with proper notice, whether notice was given or not, and any business may be transacted at such meeting.

Section 5. **ATTENDANCE BY TELEPHONE OR ELECTRONIC MEDIA:** Directors may attend Board Meetings via any electronic media available, including by telephone, which allows the Director to hear the comments of the other Directors and each of the other Directors to hear the comments of the Director appearing by electronic media.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **POWERS:** In addition to other authority granted them by law, the Board of Directors shall have the power to:

a. Adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the breaking of these rules and regulations;

b. Prohibit a unit owner from voting at a meeting of the Association if the Association has recorded a statement of a condominium lien on the person's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the general membership by other provisions of these By-Laws or the Declarations;

d. Remove a member of the Board of Directors with or without cause;

e. Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

f. Foreclose a lien for which assessments are unpaid, or bring an action at law against the owner to accomplish the payment of same;

g. Adopt and amend rules and regulations covering the details of the operation in these condominium properties;

h. Opening bank accounts on behalf of the Association and to designate the signatories required therefore;

i. Purchase, lease, or otherwise acquire in the name of the Association, or its designee, corporate or otherwise, any unit offered for sale or lease, or surrendered by the owners to the Board of Directors;

j. Purchase units at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all unit owners;

k. Sell, lease, mortgage, and vote the votes which they might be entitled to by reason of the Association owning any units acquired by or leased by the Board of Directors or its designee, on behalf of all unit owners;

l. Organize other corporations to acquire title to, or leasing of units on behalf of all unit owners;

m. Grant licenses for vending machines.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

a. To keep a complete record of all acts and corporate affairs and to present a statement thereof at the annual meeting of the members, or at a special meeting when such statement is requested in writing by seventy-five percent (75%) of the Class A members who are entitled to vote;

b. Supervise all officers, agents and employees of this Association;

c. As provided in the Declaration:

1. Set the amount of annual assessment against each unit at least thirty (30) days in advance of each annual assessment;
 2. To send written notice of each assessment to every unit owner subject thereto at least ten (10) days in advance of each annual assessment;
- d. To issue upon demand, a certificate setting forth whether or not any assessments are outstanding against any unit. A reasonable charge may be made by the Board of Directors for the issuance of these certificates, which charge shall never be less than twenty-five dollars (\$25.00) per letter. This charge shall cover issuance of the letter;
- e. Procure and maintain adequate hazard insurance, together with a Fidelity Bond on the individual or individuals who might be in possession of assets or monies of the Association;
- f. Cause the common areas to be maintained;
- g. In its sole discretion, charge reasonable fees for the use of any recreational facilities constructed upon the common areas;
- h. Prohibit any unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the person's unit and the amount necessary to release the lien has not been paid at the time of the meeting;
- i. Grant easements through or over common areas;
- j. Grant or withhold approval of any action by any unit owner or other person which would change the exterior appearance of the unit or any other portion of the condominiums;
- k. Make contracts or incur liabilities in connection with the operation of the condominium. Maintain a current roster of the names and addresses of the unit owners and their mortgagees;
- l. Fine a unit owner \$25.00 if said unit owner shall not have furnished to the Association either the unit owner's current name or current address after that name or address has changed from that previously recorded by the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. **OFFICERS:** The officers of this Association shall be President, Vice President, Secretary, and Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors from time to time may establish.

Section 2. **ELECTION OF OFFICERS:** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 3. **TERM:** The officers of this Association shall be elected annually and shall hold office until his successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. **SPECIAL APPOINTMENTS:** The Board of Directors may elect such other officers as they may deem beneficial to the Association, and create such duties and authorities as may be beneficial to the Association.

Section 5. **RESIGNATION OR REMOVAL:** Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time, by giving written notice to the Board of Directors, President or the Secretary. Such resignation shall take effect on the date of receipt of such notice by any of the aforementioned, or at any time specified in said notice. A formal acceptance by the Board of Directors shall not be necessary to make said resignation effective.

Section 6. **VACANCIES:** A vacancy in any office may be filled by the appointment by the Board of Directors, to fill such vacancy for the remaining term of the officer being replaced.

Section 7. **DUPLICATION OF OFFICES:** The offices of Vice President and Secretary, Vice President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of the creation of offices other than President, Vice President, Secretary and Treasurer.

Section 8. **DUTIES:** The duties of the officers shall be as follows:

a. **President:** The President shall preside at all meetings of the Board of Directors, and meetings of the members and shall see that orders and resolutions of the Board are carried

out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.

b. **Vice President:** The Vice President shall act in the place and instead of the President in the event of his absence or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

c. **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the general members; serve notice of meetings of the Board of Directors and of the members upon the appropriate individuals or post the general notice of meetings; keep appropriate records showing the members of the Association together with their addresses, and the address of their mortgagees, if applicable, and shall perform such other duties as may be required by the Board of Directors.

d. **Treasurer:** The Treasurer shall receive and deposit in an appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks with the President, and shall co-sign promissory notes of the Association; he shall keep the books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall deliver a copy of same to each member at that time.

ARTICLE VIII COMMITTEES

The Association shall appoint an architectural control committee, as provided in the Declaration, in addition, the Board of Directors shall provide for such other committees as deemed appropriate by the Board of Directors, or as may be directed to be created by the general members.

ARTICLE IX BOOKS AND RECORDS

The books, records, and papers of the Association shall be at all times, during reasonable business hours be open for inspection by any member. The Declaration, Articles of Incorporation

and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, or copies may be purchased at a reasonable cost.

ARTICLE X ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property upon which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the Association may bring such action against an owner as it deems necessary or as may be required to collect the same, including foreclosing a lien against such property, plus interest, costs and reasonable attorney fees for any such action commenced, which fees shall also constitute a lien against the property. No owner may waive or otherwise escape the liability for these assessments except as provided in Article VII of the Declaration.

ARTICLE XI REGULATING VIOLATIONS

The infraction of any rule or regulation adopted by the Board of Directors, or breach of any By-Law, or a breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to all other rights set forth herein, to:

- a. to enter the unit in which, or 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 other condition that may exist which is creating the breach, and the Board of Directors shall not thereby be guilty of any trespass; or
- b. to enjoin, abate or remedy any such thing or condition or act by appropriate legal proceedings.

In the event the Association retains counsel and incurs any legal expense to bring any claim against a unit owner, or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is successful in that claim or defense, be entitled to collect from the unit owner all of its costs, including reasonable attorney fees.

ARTICLE XII
SALE AND LEASE OF UNITS

Section 1. **CONVEYANCES:** No unit owner shall sell his unit or any interest therein except by conveying an undivided interest in the common area and facilities which are appurtenant to his unit, together with all parking privileges appurtenant to that unit.

Section 2. **FINANCING OF PURCHASES BY ASSOCIATION:** Acquisition of units or of personal property by the Association, or its designee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Board of Directors, or in the event such funds are insufficient, the Board of Directors may levy an assessment against each unit owner in proportion to its ownership in the common areas and facilities as a common charge, which assessment shall be enforceable in the same manner as provided herein. The Board of Directors may also borrow the money to finance the acquisition of such unit, provided, however, that no financing may be secured by any property other than the unit being purchased and its appurtenant common interest.

Section 3. **WAIVER OF RIGHT OF PARTITION:** In the event that the Board of Directors acquires any units, on behalf of all unit owners (as tenants in common), all unit owners hereby expressly waive all rights of partition they might have in any such units.

Section 4. **PAYMENT OF ASSESSMENTS:** No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless charges previously assessed by the Board of Directors have been paid in full.

ARTICLE XIII
CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Condominium Plat, or the Articles of Incorporation, the following shall apply:

a. The provisions of the Act control over the provisions of the By-Laws, the Declaration, the Condominium Plat, and the Articles.

b. The provisions of the Declaration control over the Condominium Plat, the By-Laws and the Articles.

c. The provisions of the Declaration and the Condominium Plat control over the provisions of the By-Laws and the Articles.

d. The provisions of the Articles of Incorporation shall control over the provisions of the By-Laws.

ARTICLE XIV AMENDMENTS

These By-Laws may be amended by an affirmative vote of at least sixty-seven percent (67%) of the members at a regular or special meeting of the members called for such purpose.

ARTICLE XV FISCAL YEAR

Fiscal year to fiscal year of the Association shall be the annual period beginning February 1st, and ending January 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI CORPORATE SEAL

The Association shall not have a corporate seal; and where a seal is required, there shall be a notation thereon to the effect that the Association has no corporate seal.

REOF, the Directors of the Tuckaway Shores Homeowners' Association, Inc., have set their hands and seals this 15th day of June, 2010.

IN WITNESS WHEREOF, the Directors of the Tuckaway Shores Homeowners' Association, Inc., have set their hands and seals this 15th day of June, 2010.

By: Loretta M. Voge
Loretta Voge-President

By: Patti Hiran
Patti Hiran-Vice-President

By: Kathy Schuh
Kathy Schuh-Secretary

By: Tom Wisniewski
Tom Wisniewski-Treasurer

By: Douglas A. Chirafisi
Doug Chirafisi-Director

By: Melitta Moonen
Melitta Moonen-Director

By: John Srok
John Srok-Director