

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

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AMENDED AND RESTATED BY-LAWS

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". Meetings of the members and directors may be held virtually or at 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. "**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 8. "**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 annual meeting of the members shall be held each year on a day 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, physical or virtual, 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:** Electronic or 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 electronically 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 (whether physical or virtual), 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 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, electronically, 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, either by mail or electronically. All proxies shall be in filed with the Secretary of the Association prior to the start of the meeting. Proxies may be filed via email or other electronic means. Each proxy must be dated and shall be valid, unless otherwise specifically stated on said proxy for a period not exceeding 180 days. 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, electronically, or by proxy and voting at any meeting of the unit owners.

Section 8. **ACTION WITHOUT A MEETING BY WRITTEN BALLOT:** Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 4 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary or property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or property manager via email. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE IV BOARD OF DIRECTORS SELECTION AND TERM OF OFFICE

Section 1. **SELECTION:** The affairs of this Association shall be managed by a Board of Directors of seven (7) Directors. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant.

Section 2. **ELECTION AND TERMS OF OFFICE:** The terms of office of the Board of Directors shall be set at three (3) years. Directors' terms shall be staggered such that at least one-third (1/3) of the directors (3 directors) are elected in each year. 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 3. **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 4. **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 5. **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 electronic or 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 of Directors shall be held periodically without notice, at such times and at such places as may be set from time to time by resolution of the Board of Directors.

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 via email or other electronic means of said meeting to each Director.

Section 3. **QUORUM:** A majority of the Board of Directors shall constitute a quorum for the transacting of business. Presence at a Board meeting for quorum purposes may be in person or via telephone or video/digital conference.

Section 4. **WAIVER OF NOTICE:** Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board electronically or 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.

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. Suspend the voting rights of a member during any period in which said member has a condominium lien filed against the unit.

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. Open 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. Borrow money and acquire and convey property on behalf of the Association.

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

a. 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 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 electronic or 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.;
- 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. Grant easements through or over common areas;
- i. 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;
- j. 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;
- k. Deny the right to vote to a unit owner, at any meeting of the Association, if said owner shall have not furnished to the Association, a unit owner's current name and address of the owner.

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. Any of the officers' duties listed below may be delegated to a property manager or management company at the discretion of the Board.

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 take the place of the President and perform the duties of the President in the event of his/her absence or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board of Directors. If neither the President nor Vice President are able to act to complete their duties due to reasons outlined above, the Board of Directors shall appoint another Director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as from time to time be imposed by the Board of Directors or the President.

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 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; s/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 on the Association electronic portal or by contacting the property manager.

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 assessment shall bear late fees and/or interest from the date of delinquency at the amount and rate as may be set by the Association in the Rules and Regulations, and the Association may bring such action against an owner as they deem necessary or as may be required to collect same, including foreclosing a lien against such a property, plus costs and the actual attorney's fees for any such action commenced, which fees, together with late fees and interest, 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; and/or
- b. to fine for said violation, or enjoin, abate or remedy any such thing or condition or act by appropriate legal proceedings.

All legal expenses incurred by the Association enforcing these By-Laws, Declarations or any rules established by said Association, shall be borne by and paid by the violating unit owner,

and if not paid shall be a lien on the violating unit owner's unit, and shall earn interest at the same rate and under the same circumstances as all unpaid assessments.

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 Unit 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 November 1st, and ending October 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.

These Amended and Restated By-Laws were adopted by the affirmative vote of 67% of the members on July 16, 2024.