ARTICLES OF INCORPORATION
OF
THE HEATHERS OWNERS ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a non-stock, nonprofit corporation under the provisions of The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

The name of the corporation shall be The Heathers Owners Association, Inc.

ARTICLE II

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes for which this corporation is organized are as follows:

(a) to serve as an association of unit owners under the Wisconsin Unit Ownership Act, who own certain property located in the city of Milwaukee, Milwaukee County, state of Wisconsin (the "Property"), subject to the terms and conditions of the Declaration of Condominium (the "Declaration"), for The Heathers (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

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(b) to serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and contro? the Property in accordance with the Wisconsin Unit Ownership Act and the Declaration; and

(c) to engage in any lawful activity within the purposes for which a nonstock, nonprofit corporation may be organized under The Wisconsin Nonstock Corporation Law, Chapter 181 of the Kisconsin Statutes, subject to t e Wisconsin Unit Ownership Act and the Declaration.

ARTICLE :V

The corporation shall have all of the powers enumerated in The Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Unit Ownership Act, the Declaration, or the By-Laws of the corporation, including without limitation, the following:

(a) to exercise exclusive management and control of the common, and limited common areas and facilities described in the Declaration;

(b) to operate, repair, replace, reconstruct, protect and maintain the common, and limited common areas and facilities described in the Declaration;

(c) to purchase, lease or otherwise acquire units on behalf of all the unit owners, and to sell, lease, mortgage, vote, the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;

(d) to hire, engage, or employ and discharge such persons or entities as it may deem necessary or advisable to

assist in the management of its affairs and the maintenance and operation of the Property;

(e) to determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common, and limited common areas and facilities described in the Declaration;

(f) to purchase insurance on the Property, and insurance for the benefit of the corporation and its members;

(g) to adopt and amend rules and regulations governing the use and operation of the Property;

(h) to enforce by legal means the provisions of the Wisconsin Unit Ownership Act, the Declaration, the By-Laws of the corporation, and any rules and regulations governing the use and operation of the Property;

(i) to establish and maintain one or more bank accounts, for deposit and withdrawal of the funds of the corporation; and

(j) to do all things necessary or convenient to effectuate the purposes of the corporation.

ARTICLE V

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the By-Laws of the corporation.

ARTICLE VI

The location of the principal office of the corporation shall be 105 West Michigan Street, Milwaukee, Wisconsin 53203, and the initial registered agent shall be Roch Carter. The address of the initial registered agent is 105 West Michigan Street, Milwaukee, Wisconsin 53203.

ARTICLE VII

The number of directors of the corporation shall be fixed in the By-Laws of the corporation, and in no event shall be less than three. The manner in which directors shall be selected, appointed or removed shall be provided by said By-Laws.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Roch Carter	105 W. Michigan St. Milwaukee, Wisconsin
Arthur J. Wigchers, Jr.	105 W. Michigan St. Milwaukee, Wisconsin
Mark Starobin	105 W. Michigan St. Milwaukee, Wisconsin.

ARTICLE VIII

The name and address of the incorporator of the corporation is:

Roch Carter
105 West Michigan Street
Milwaukee, Wisconsin 53203

The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the corporation shall be distributed to

its members, directors, or officers. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purpose and to the extent not prohibited by its By-Laws.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to such one or more nonprofit corporations, societies or organizations having purposes deemed by a majority of its directors to be similar to those of the corporation and, if none are deemed to exist, then to nonprofit corporations, societies or organizations devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate this 21st day of February, 1978.

Roch Carter
Roch Carter
(Incorporator)

This document was drafted by
Roch Carter
Name
Please print or type

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 22nd day of February, 1978, the above named, Roch Carter, known to me to be the person, whose name subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Wisconsin
My commission is permanent.

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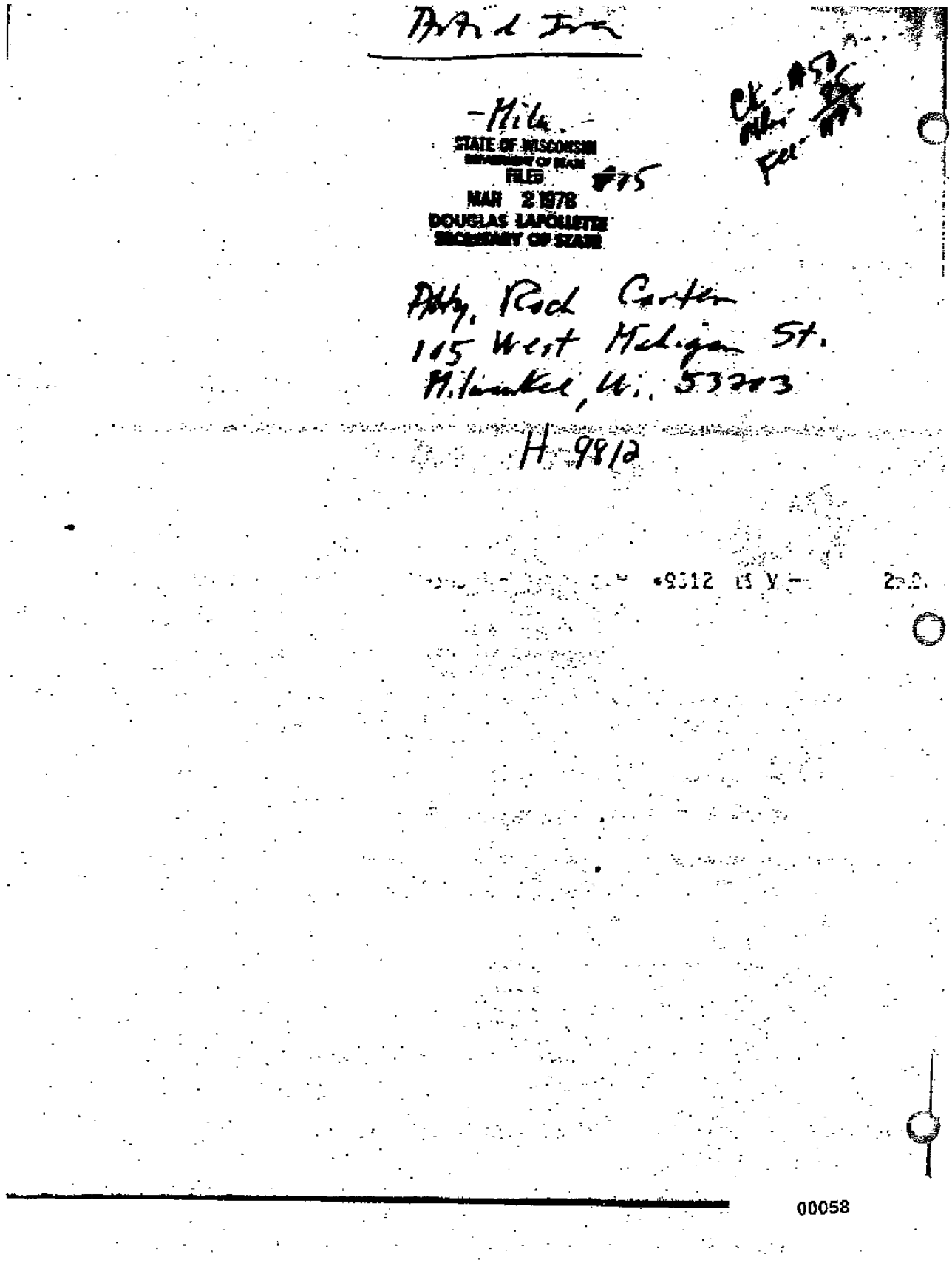
STATE OF WISCONSIN
FILED
#75
MAR 2 1978
DOUGLAS LAFOLLETTE
SECRETARY OF STATE
Atty. Rod Carter
115 West Michigan St.
Milwaukee, Wi. 53203
H-9812
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Declaration of Condominium
Heathers Owners Association, Inc.

This Declaration is made under the Wisconsin Uniform Ownership Act, Chapter 703, Wisconsin Statutes, by Towne Reality, Inc., a corporation organized under the laws of the State of Wisconsin, hereafter referred to as Declarant.

1. Purpose: The purpose of this Declaration is to submit the land and improvements described below to Condominium ownership and use in the manner provided by the Wisconsin Unit Ownership Act. Towne Reality, Inc., a Wisconsin corporation, the Declarant, has duly authorized James B. Young and Roch Carter to execute this Declaration on behalf of the Declarant.

2. Description of Land: The land which is the subject of this Declaration and upon which the buildings and improvements area and will be located is in Milwaukee County, Wisconsin, more particularly described:

> Lot 1 in Block 1 in Bradley Park Number 3, being a subdivision of land in the NE 1/4, NW 1/4; SE 1/4 and SW 1/4 of the NE 1/4 of Section 15, T 8 N, R 21 E, and a resubdivision of Bradley Park Number 2 and vacated West Port Court, in the City of Milwaukee, Milwaukee County, Wisconsin.

A survey of the land subject to this Declaration is attached as Exhibit A.

3. Description of Buildings and Units: The building and improvements which are located on the land contain sixty-seven (67) units. The site plan of the land showing the location of the building is attached to this Declaration as Exhibit B. Floor plans of each kind of unit, stating the unit number of the unit covered by each such plan are attached as Exhibit C1-C9 inclusive. The building has two stories and a basement and is constructed principally of frame and brick. Garages are conveyed together with the unit for which it was constructed. Garages are a part of the unit for which such garage was constructed and registered as such with the Office of the Register of Deeds. No further garages will be constructed except to replace an existing garage if a garage is destroyed.

> a. Exhibit C1 is the plan for fifty-six (56) units. Each unit contains a living room, family room, dining area, kitchen, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. These units contain approximately 1534 square feet of living space (including basement area).

b. Exhibit C2 is the plan for one (1) unit. This unit contains a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. This unit contains approximately 1,722 square feet of living space (including basement area).

c. Exhibit C3 is the plan for one (1) unit. This unit contains a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. This unit contains approximately 1,710 square feet of living space including basement area).

d. Exhibit C4 is the plan for one (1) unit. This unit contains a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. This unit contains approximately 1,688 square feet of living space (including basement area).

e. Exhibit C5 is the plan for two (2) units. Each unit contains a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. These units contain approximately 1,651 square feet of living space (including basement area).

f. Exhibit C6 is the plan for two (2) units. This unit contains a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. This unit contains approximately 1,657 square feet of living space (including basement area).

g. Exhibit C7 is the plan for one (1) unit. Each unit contains a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. These units contain approximately 1614 square feet of living space (including basement area).

h. Exhibit C8 is the plan for one (1) unit. This unit contains a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. This units contains approximately 1,699 square feet of living space (including basement area).

i. Exhibit C9 is the plan for two (2) units. Each unit contains a living room, family room, dining area, kitchen, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. These units contain approximately 1,890 square feet of living space (including basement area).

4. Interpretation of plans: In interpreting the survey, floor plans, deed, or any other instrument affecting a building or unit, the boundaries of the building or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between the boundaries shown on the survey or floor plans and the actual boundaries of the buildings or units.

5. Identification of Units: A unit is that part of a building and assigned garage intended for individual, private use, comprised of one or more levels of space having the following boundaries:

a. The upper boundary of each unit shall be the plane of the under surface of the chords of the roof trusses which serve as ceiling joists.

b. The lower boundary of each unit shall be the plane of the under surface of the floor slab of the basement or garage.

c. The vertical boundaries of the exterior building walls of each unit shall be the plane of the studs onto which the interior outside walls are attached.

d. The vertical boundaries of the interior building walls of each unit shall be the plane of the studs onto which the walls bounding a unit are attached and the interior surface of the foundation walls bounding a unit.

Interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames shall be considered part of a unit.

6. Number, Location and Description of Units: The unit number of each unit, its location, approximate area, number of rooms, and limited common area, if any, to which it has access are shown on the Exhibit B and C1- C9 attached to this declaration.

7. Common and Limited Common Area: The common areas shall be:

a. The real estate.

b. The foundation, bearing walls, perimeter walls, roofs, columns, girders, beams, supports, walks, yards, and play areas.

c. All installations for services such as power, light, gas, water, heating, air conditioning, including related machinery, pipes, ducts and other equipment, which service units in common.

The limited common areas shall be the parking areas and other areas designated as such by this Declaration or by the Association.

8. Parking areas: Each unit owner shall be assigned the right to exclusive use of one or more of the numerically designated parking spaces within the parking area. The Association has the right to assign and control all unassigned parking so long as such assignment does not interfere with, alter or change assignments previously made. Maintenance of the parking area is declared to be a common expense and shall be divided among all unit owners as are other common expenses. The Association, through its Board of Directors, may rent unassigned parking spaces upon such terms and conditions as it shall deem proper and all fund so received shall be used to offset common area expenses. All parking spaces, excluding garages, assigned to owners or rented by the Association to an occupant of a unit in the Heathers shall be deemed limited common area for the units to which such parking space is assigned or rented.

9. Percentage Interest in Common Areas: Each unit and its owner shall have an individual percentage interest in the common and limited common areas and facilities equal to 1.49% of said areas and facilities.

10. Restriction on Use: The buildings and each of the units are intended for single family residential use only and are restricted to that use. Any lease or oral or written rental agreement shall not relieve an owner from his obligation to pay common expenses or from any other obligation imposed upon unit owners by this Declaration, the By-Laws or the Association or by any rule or regulation adopted pursuant thereto.

11. Agent of Service of Process: The registered agent for service of process shall be Morton M. Grodsky, 161 West Wisconsin Avenue, Suite 5170, Milwaukee, Wisconsin 53203. The Association of Unit Owners hereinafter provided for, may designate another such agent by a majority vote of the Board of Directors. The designation of a different agent shall become effective upon being filed with the Register of Deeds for Milwaukee County, Wisconsin.

12. Damage or Destruction: In the event that seventy-five percent (75%) or more of the buildings and other improvements above foundation level are destroyed by fire or other casualty and insurance proceeds insuring the same will be insufficient to effect complete and total reconstruction of the buildings and/or improvements damaged, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within thirty (30) days from the date of the fire or casualty. Reconstruction shall proceed unless the determination not to reconstruct or repair is made by an affirmative vote of fifty-one percent (51%) of the eligible votes. Any portion of the costs of such repair and/or reconstruction of the damaged buildings and/or improvements not covered by insurance proceeds shall be a common expense of all unit owners. If fifty-one percent (51%) of the members of the Association vote not to reconstruct or repair within the thirty (30) day period provided, the condominium shall be subject to an action in partition and the net proceeds be distributed as provided in Section 703.18 (2) (b) Wisconsin Statutes, 1977, except that the net proceeds of insurance for a building shall first be distributed to owners of destroyed units in proportion to the ratio of the most current appraised replacement value of each unit, to the total appraised replacement value of the building of which that unit is a part, and any excess in accordance with Section 703.18 (2) (b) Wisconsin Statutes, 1977.

In the event that any unit or units require reconstruction and or repair which when completed cause the unit to be situated on a portion of the common area or limited common area, such encroachment shall be permitted to endure.

Reconstruction or repair as used in this Declaration shall mean restoring the damaged premises to substantially the same condition existing prior to the fire or casualty.

13. Insurance: The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed at least annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear, provided, however, all proceeds payable by reason of said insurance shall be paid to the association as trustee for the owners and their mortgagees for the express purpose of reconstruction and repair as provided in Section 12 hereof, or if it is determined in the manner as provided in Section 12 hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Section 12 hereof. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amount and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance

coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

14. Encroachments: If any portion of the common areas now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas, as a result of the construction or repair or the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist.

15. Easements for Utilities: The unit owners, the Association, and the Declarant, each have easements for utility purpose over, under, along and on any part of the common areas and facilities.

16. Easement and Access to Units: The Association shall have the right, to be exercised by the Board of Directors, to have the access to each unit during reasonable hours for the maintenance, repair, or replacement of any common areas and facilities accessible from such areas or for making emergency repairs necessary for prevent damage to the common areas or facilities or to another unit. Each unit shall be subject to an easement to the co-owners of all other units to and for unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other common elements located within or accessible only from any particular unit and for support. There shall be and easement, for the benefit of unit owners and the Association, in and across all parking areas for pedestrian and vehicular ingress and egress as necessary or convenient in connection with the use by unit owners or the Association of common areas or limited common areas.

17. Easement for the Benefit of Adjacent Land: Declarant expressly declares, reserves and accepts an easement for the land described in Section 2 hereof and made subject to this Declaration, for the purposes of right of way across the said land and for the benefit of the land owned by the Declarant to the ?West thereof and adjacent thereto, more particularly described as follows:

> Lot 2 in Block 1 in Bradley Park No. 3, being a subdivision of lands in the NE 1/4, NW 1/4, SE 1/4, and SW 1/4 of the NE 1/4 of Section 15, T 8 N, R 21 E, and a resubdivision of Bradley Park No. 2 and vacated West Port Court, in the City of Milwaukee, Milwaukee County, Wisconsin.

This reservation of easement is for the purpose of providing right of way for vehicular and pedestrian traffic and ingress and egress over and upon the land subject to the declaration, and over and upon all portions of the adjacent land described in this Section. This easement for ingress and egress is more particularly described as follows:

> The Southwesterly 11.00 ft. of Lot 1 in Block 1: the Northeasterly 11.00 ft. of the Southeasterly 186.28 ft. of Lot 2 in Block 1 in Bradley Park No. 3, being a subdivision of the lands in the NE 1/4, NW 1/4, SE 1/4 and the

SW 1/4 of of the NE 1/4 of Section 15, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, a resubdivision of Bradley Park No. 2 and vacated West Port court in the City of Milwaukee, Wisconsin.

The utilization of such easement shall be for the benefit of the aforesaid adjacent land owned by the Declarant, its successors and assigns. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, and irrevocable power of attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to carry out the provisions and intent of this paragraph. The easement here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of land subject hereto. "the expense of maintaining this easement shall be shared equally by the Association and by the Declarant or its successors and assigns to the Northeasterly 11 feet of the Southeasterly 186.28 ft. of Lot 2 in Block 1 of Bradley Park No. 3 aforesaid".

18. Easements Run with the Land: All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No unit owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every such case, the consent of the Board of Directors of the Association.

19. Association of Unit Owners: The administration of the condominium property described in Sections 2 and 3 of this Declaration shall be governed by an incorporated Association in accordance with its Sections and By-Laws. The name the unit owners' Association shall be The Heathers Owners Association, Inc. The initial Board of Directors shall consist of three (3) unit owners and thereafter the number of Directors shall be provided in the By-Laws of the Association.

20. Membership in Association: All unit owners are members of the Heathers Owners Association, Inc., ("Association) which is incorporated as a non-stock, non-profit corporation under Chapter 181 of the Statutes of the State of Wisconsin. Every unit owner shall be entitled and required to be a member of the Association. An owner of more than one unit shall be entitled to one membership for each unit owned by him. No person or entity other than a unit owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a unit. When more than one person holds an interest in any unit, all such persons shall be members.

Each unit owner and each occupant of any unit shall abide by and be subject to the duties and obligation of this Declaration and the By-Laws and rules and regulations of the Association.

21. Voting: Members shall be all owners including the Declarant and shall be entitled to one vote for each unit owned. The vote for each unit shall be exercised as the members determine, but in no event shall more than one vote to be cast with respect to any unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

22. Maintenance and Services: The Association shall be responsible for the exclusive management and control of the common areas, limited common areas, and facilities and shall conduct all work of maintenance, repair and replacement of common areas, limited common areas, and facilities and the making of any additions or improvements thereto.

The Association may obtain and pay for the services of any person or entity to manage its affair, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper maintenance operation of the properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties and the enforcement of the Declaration. The Association may arrange with others or furnish common service to each unit. The Association may employ Resident Manager.

23. Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the units and of the limited common area and/or common area.

24. Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

25. Common Expenses: The common expenses shall be charged to the owners according to the percentage of undivided interest of each in the common areas. The Association may levy assessments from time to time for the purpose of maintaining the funds provided for in Section V from which common expenses may be paid, and such assessment shall be levied in the same percentage that common expenses are to be charged.

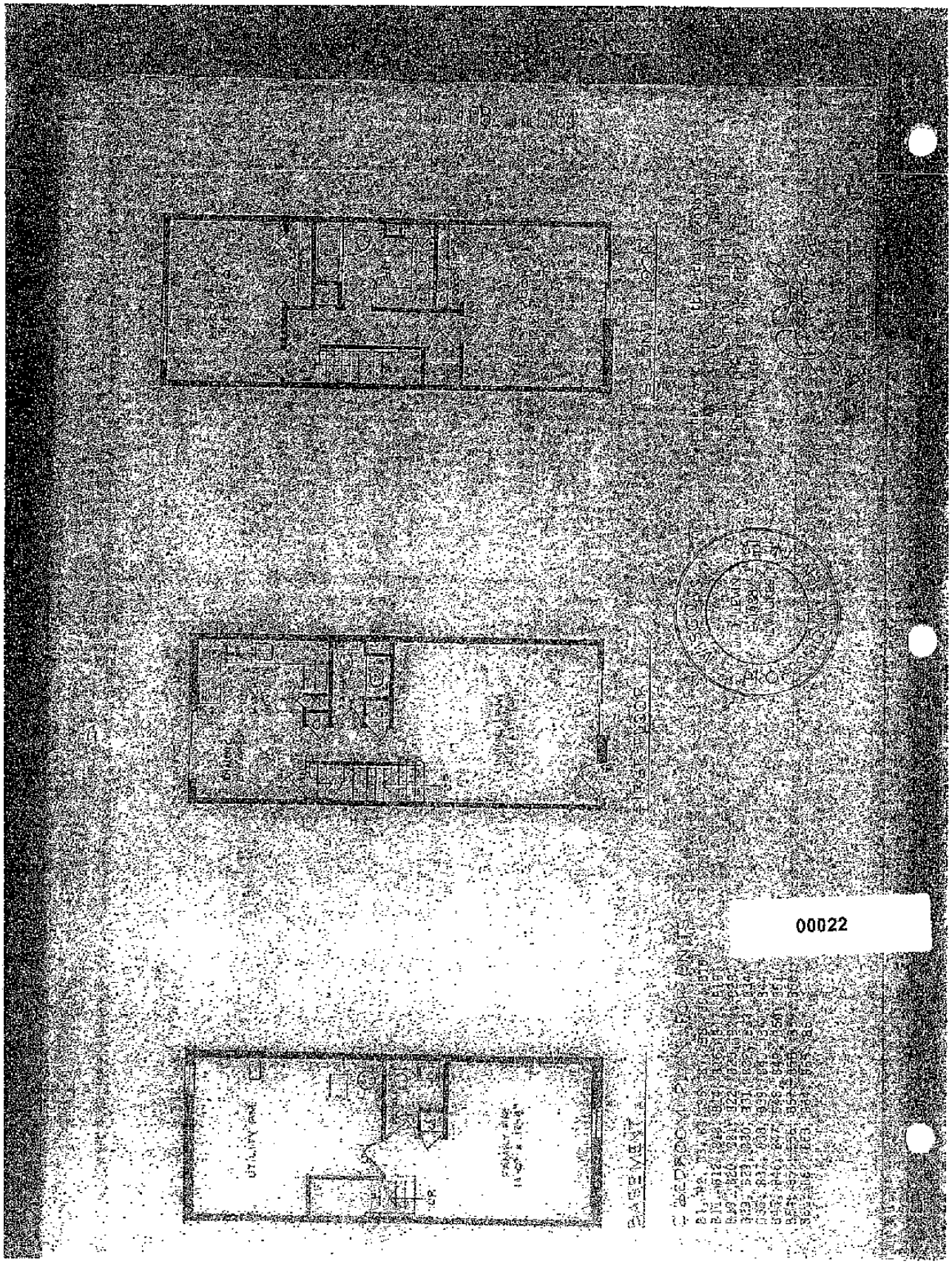
26. Amendment: This Declaration may be amended by an affirmative vote of not less than two thirds (2/3) of all votes entitled to be cast by unit owners at a meeting called for that purpose. Copies of any Amendments adopted as provided in this paragraph shall be certified by the President and the Secretary of the Association in a form suitable for recording and shall be recorded with the Register of Deeds for Milwaukee County.

27. Revocation: This Declaration may be revoked and the property removed under the Provisions of Chapter 703 of the Wisconsin Statutes by an instrument executed by all of the unit owners and duly recorded, provided that the holders of all liens affecting any of the units consent thereto.

28. No Exemption by Waiver: No unit owner may exempt himself from liability from his contribution towards the common expenses by waiver of the use of enjoyment of the common areas and facilities or by the rental or abandonment or his unit.

29. Liability on Conveyance: In the event of a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to cover from the grantor the amounts paid by the grantee. The grantee shall be entitled to a statement from the Board of Directors setting forth the amount of unpaid assessments against the grantor and the grantee shall not be liable for nor shall the unit conveyed be subject to a lien for any unpaid assessments against the grantor in excess of the amount set forth in such statement.

THE HEATHERS CONDOMINIUMS
EXHIBIT B
PARKING AREA
WEST PORT AVE
60th ST.
DRIVE
DRIVE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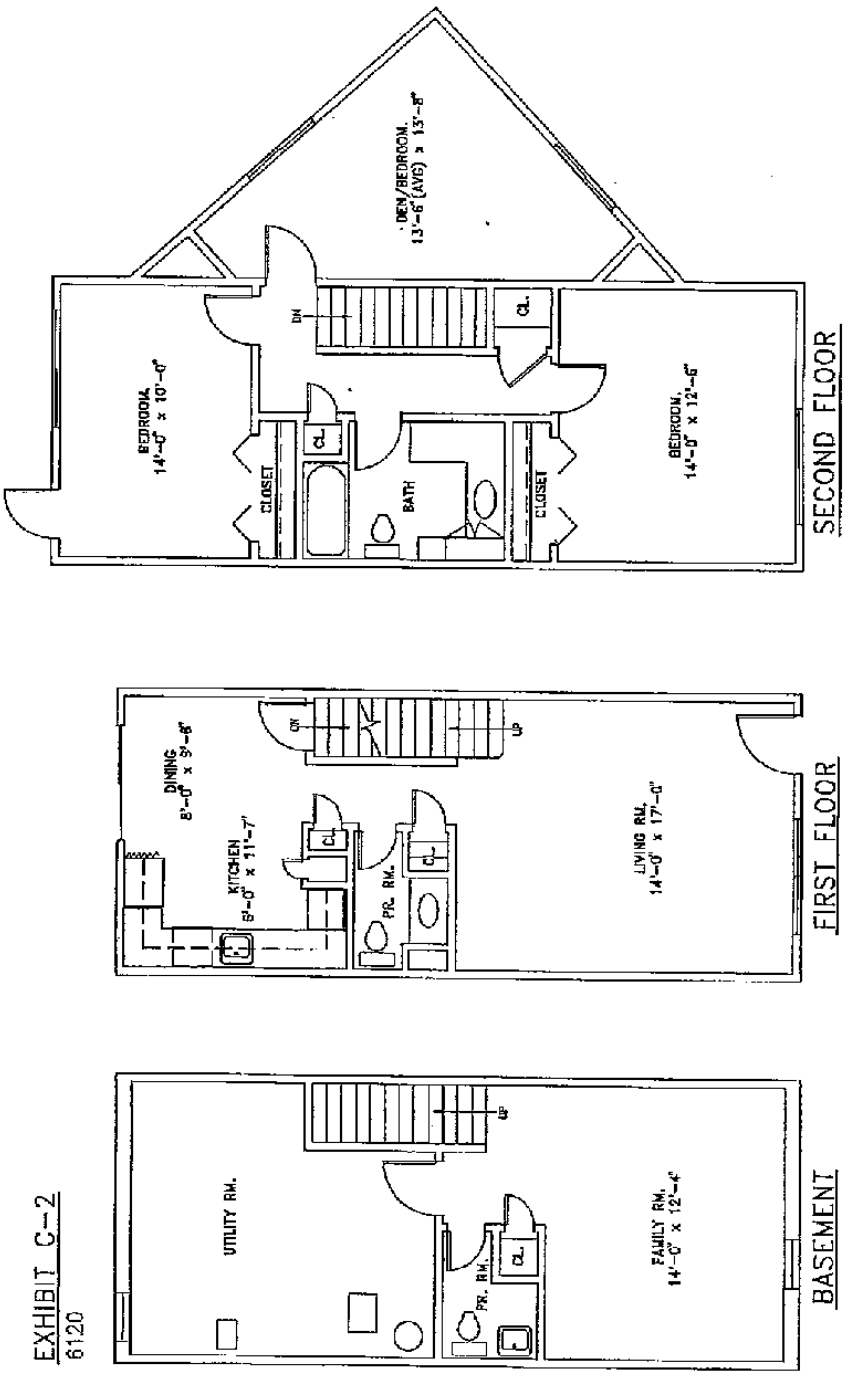

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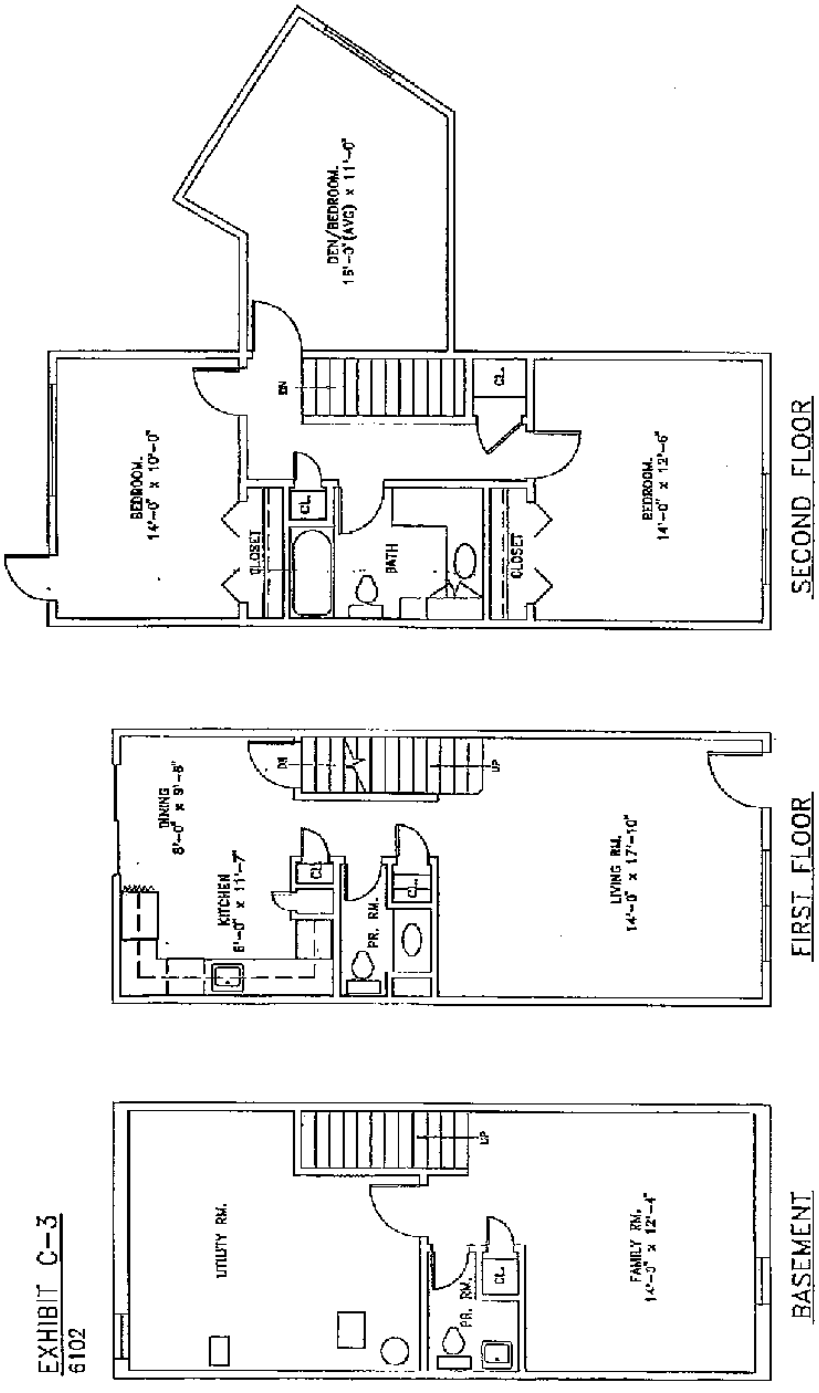

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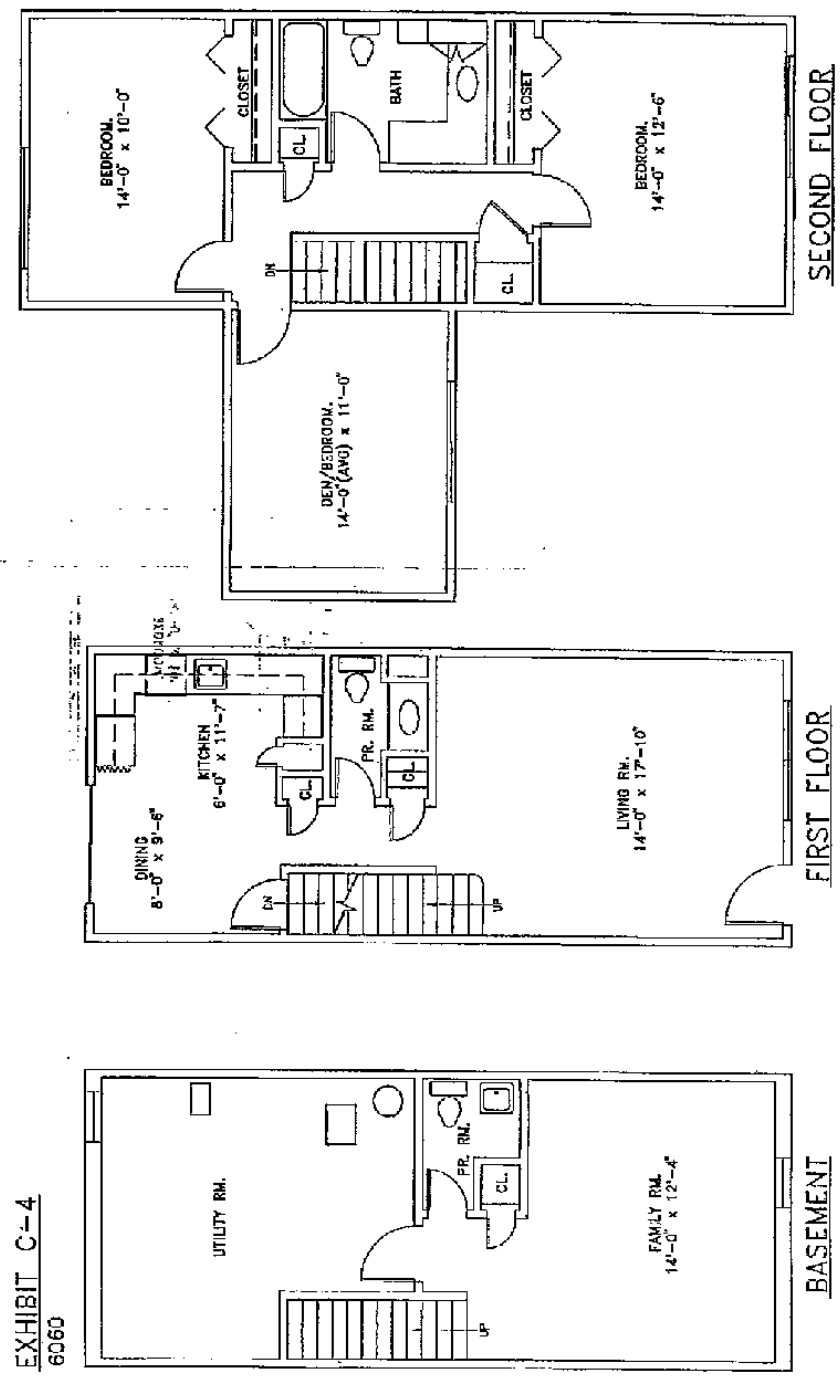

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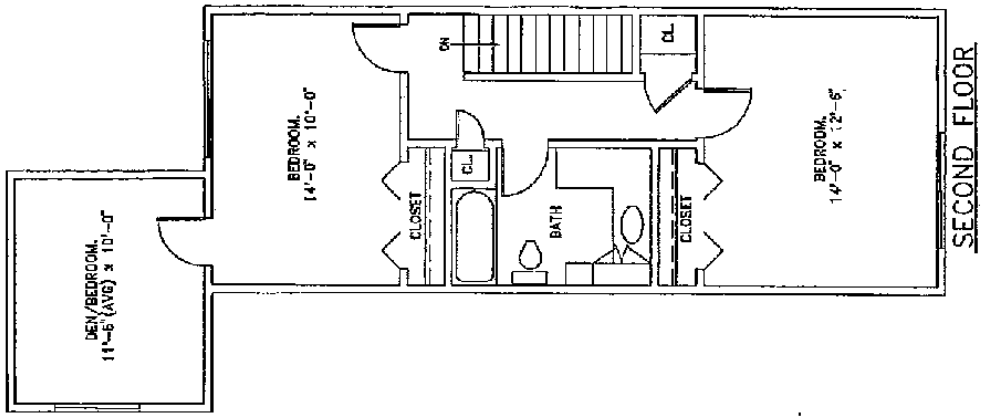

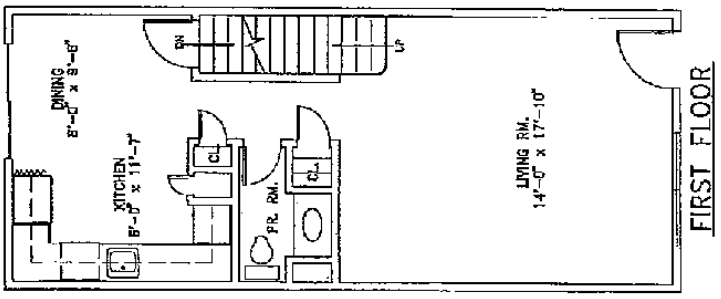

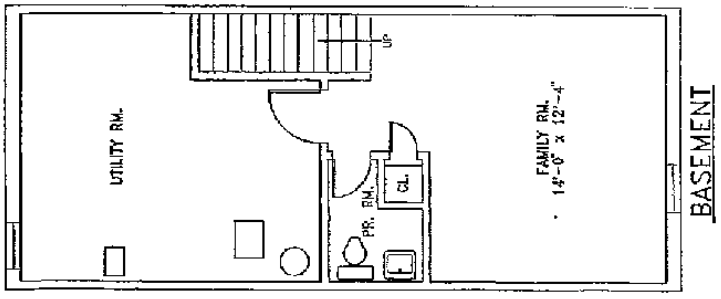

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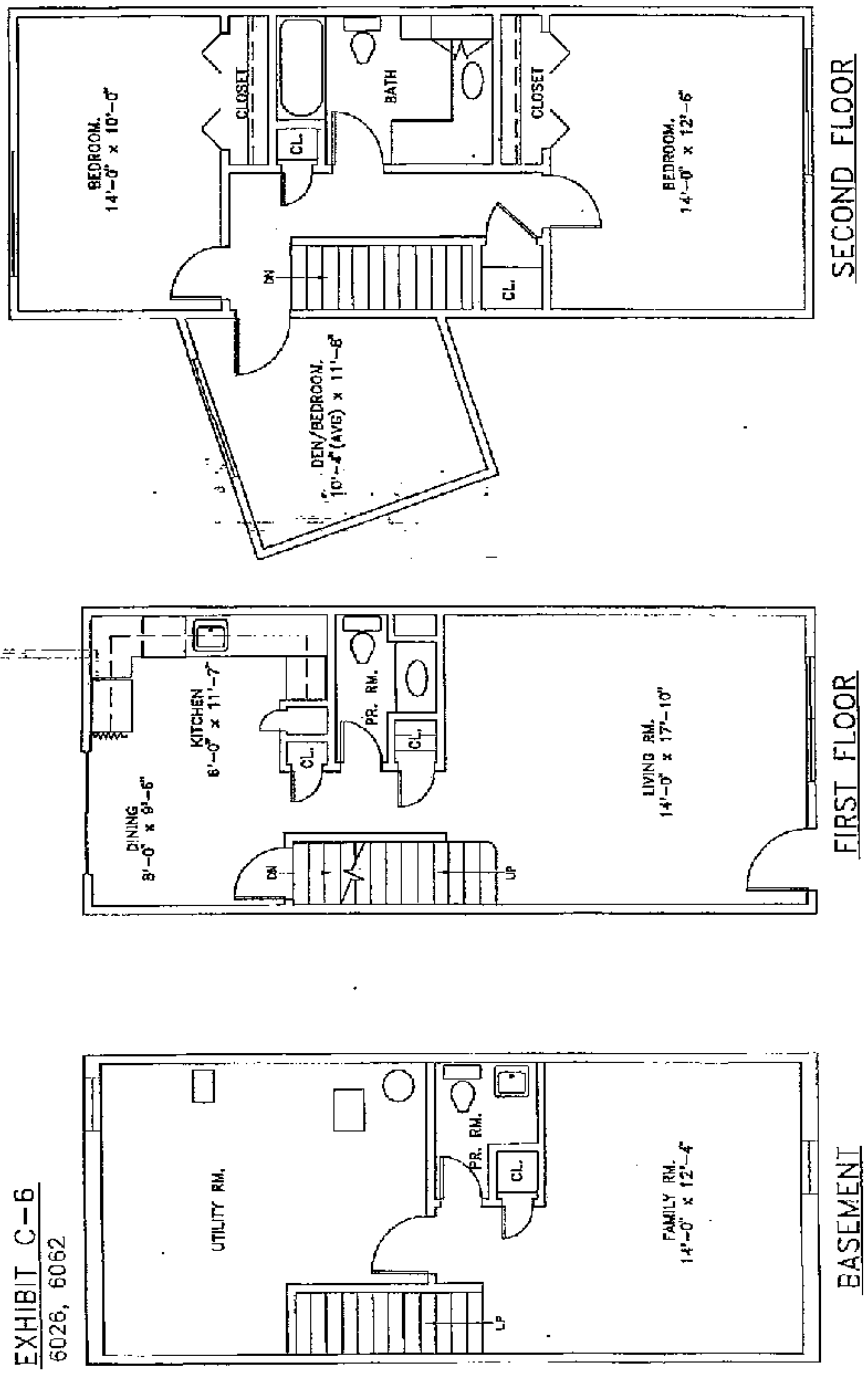

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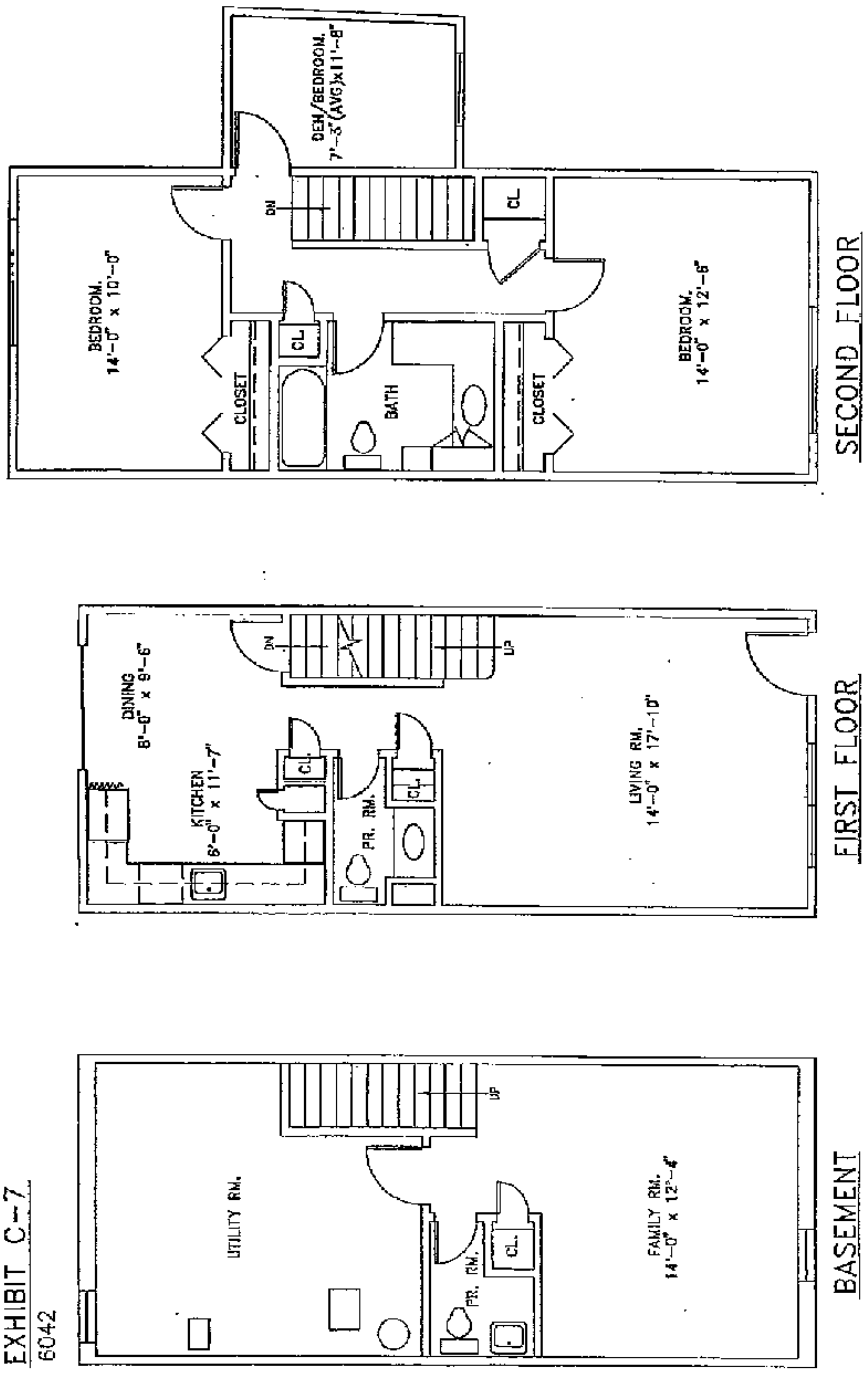

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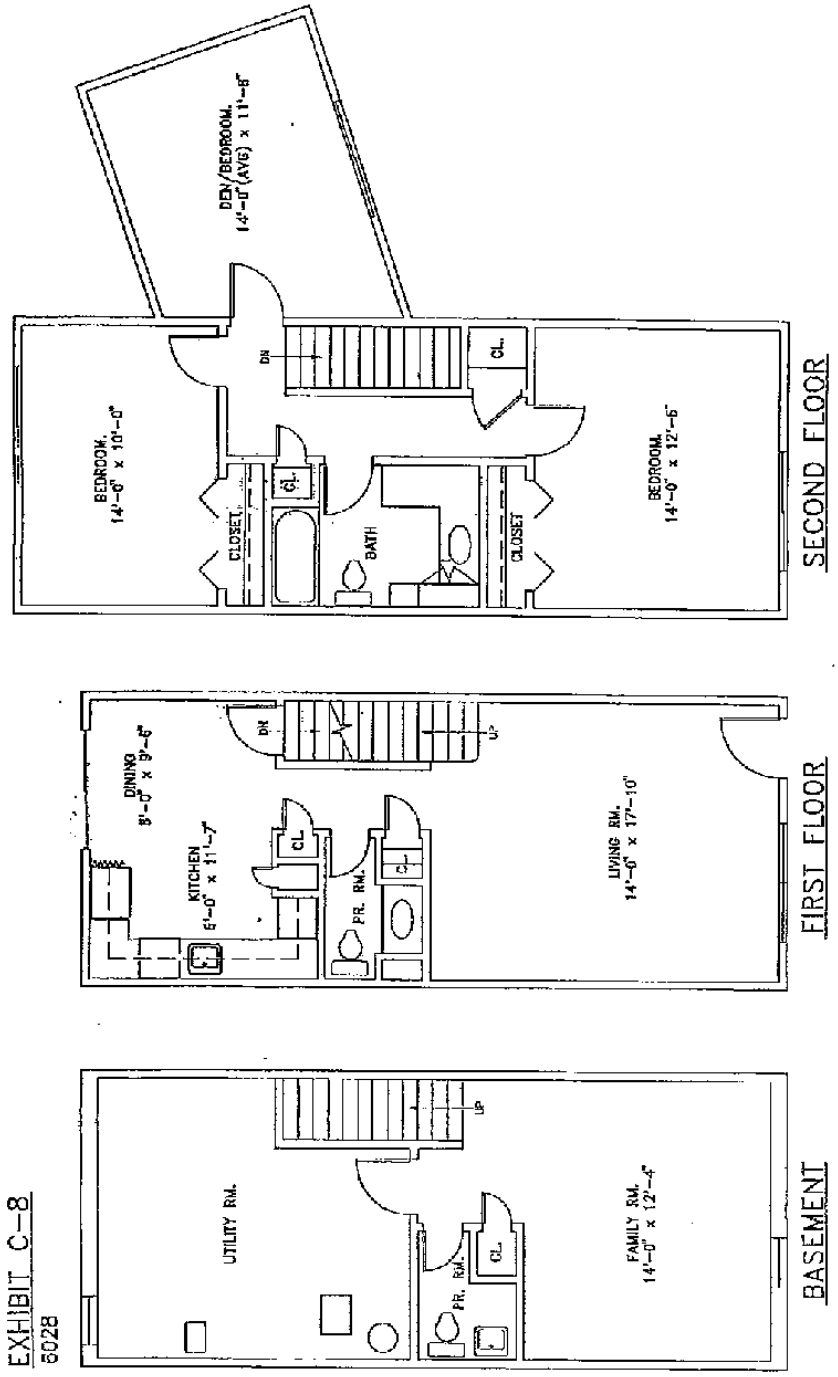

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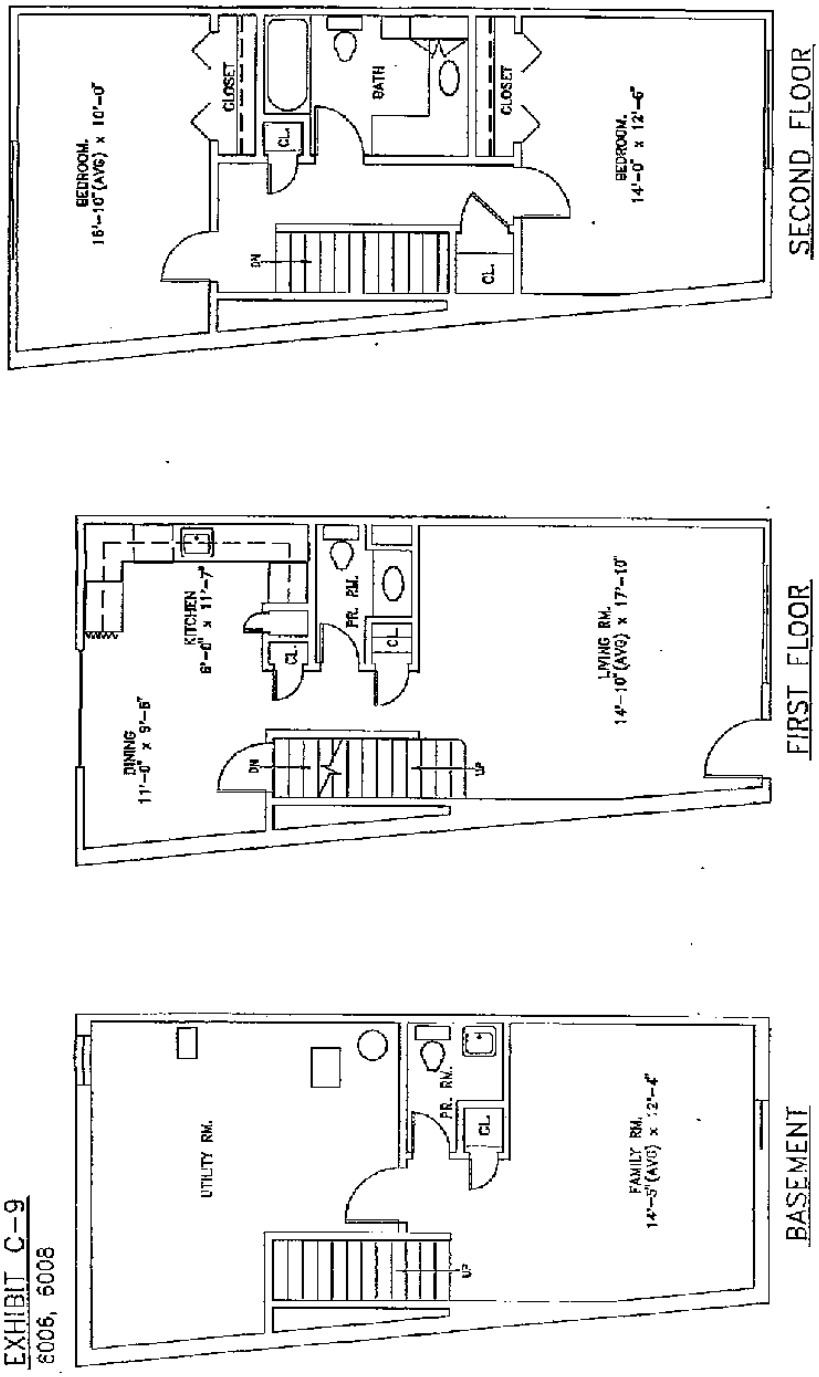

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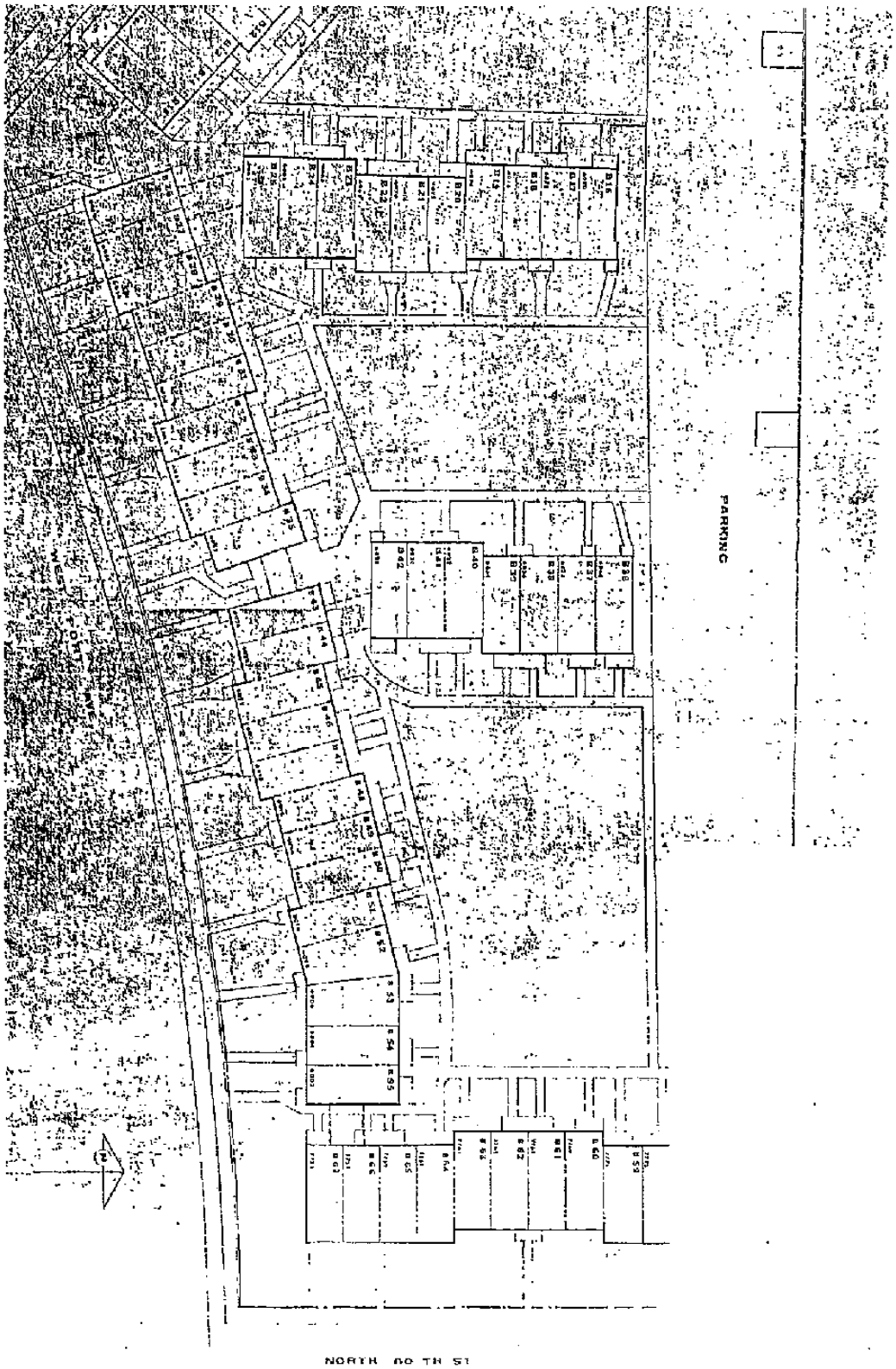
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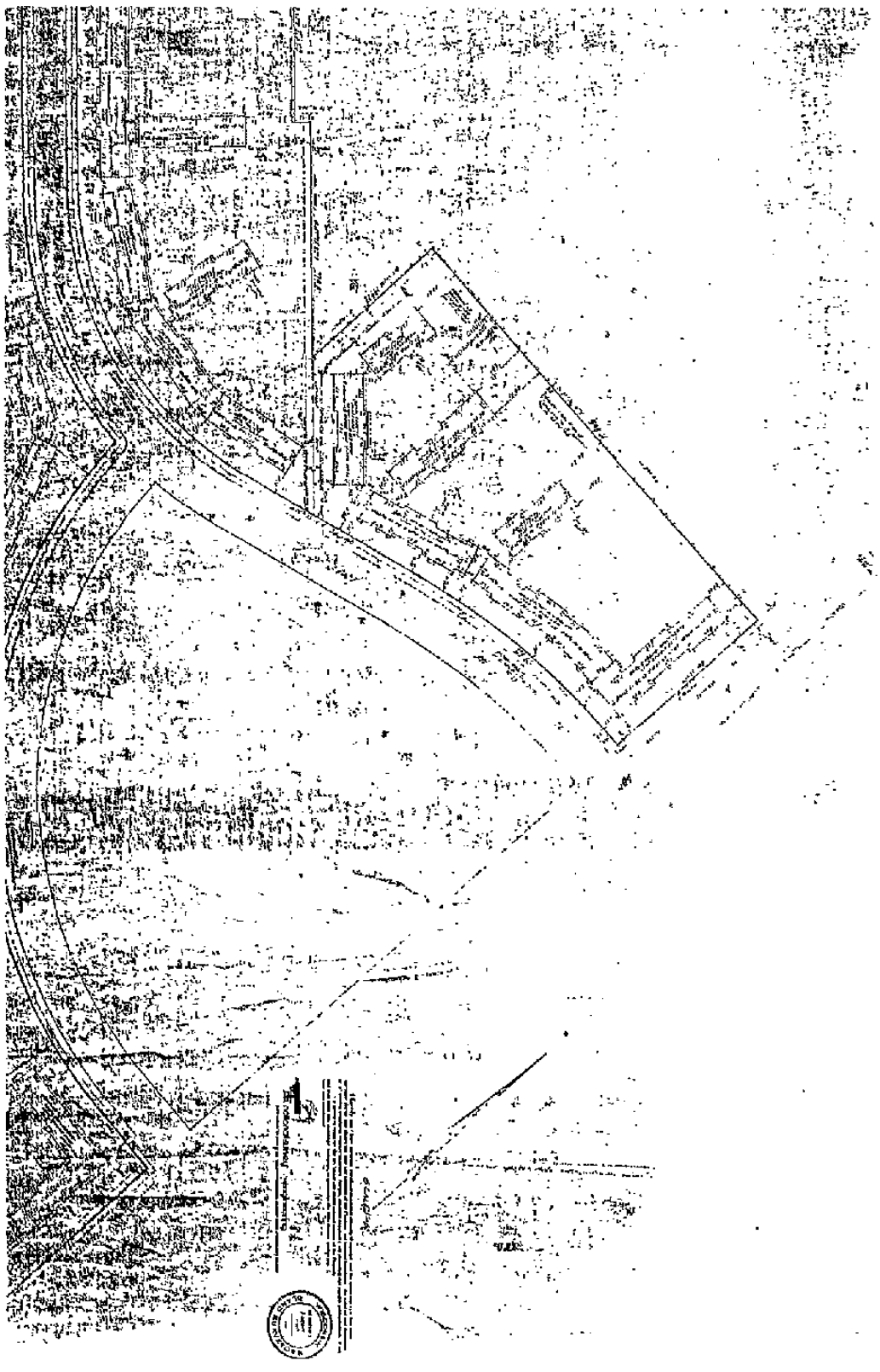

Amended and Restated By-laws
Heathers Owners Association, Inc.

Article I.
Name and Location

1.1 The name of the corporation is the Heathers Owners Association, Inc., hereinafter referred to as the Association. The principal office of the Corporation shall be at the location indicated on file with the Wisconsin Department of Financial Institutions. Meetings of members and Directors may be held virtually and at places other than the principal office of the Corporation.

Article II.
Members, Voting and Meetings

2.1 Members: This corporation shall have one class of members, and the rights and qualifications of the members are as follows:

a. Unit owner members: Every residential unit owner upon acquiring title to a residential unit, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

b. One membership per unit: If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. A unit owner shall be entitled to one membership for each unit owned by him.

c. Transfer of Membership: Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon transfer of title of that unit. Membership in the Association may not be transferred, except in connection with the transfer title of a unit. Upon transfer of a unit, the Association shall, within 30 days, be given written notice of such transfer, including the name of the new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent.

2.2 Voting Rights: Each member shall be entitled to one vote per unit. No member shall be allowed to cast a vote if a condominium lien is filed against the unit.

2.3 Quorum and Proxies for Members' Meetings: A quorum for members' meetings shall consist of 25% of votes entitled to vote. Votes may be cast in person, electronically (remotely, via electronic means) or by proxy. Proxies shall be valid only for the particular meeting or time period designated therein, unless sooner revoked, and must be filed with the property manager or the Secretary of the Association before the appointed time of the meeting. Proxies may be filed with the property manager or Secretary via email or other electronic means. The vote of the owners of a unit owned by more than one person or by some other entity shall be cast by a person named in a certificate signed by all of the owners of the unit and filed with the property manager or Secretary of the Association. If any meeting of members cannot be held because a quorum is not present, a

majority of the members who are present, either in person, electronically, or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

2.4 Time place, notice and calling of Members' Meetings: Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, or personally or electronically delivered, not less than ten (10) days nor more than twenty (20) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. Meetings shall be held at such time and place (whether physical or virtual) as may be designated by the Board of Directors. The annual meeting shall be held during the month of March of each year, or such other date as set by the Board of Directors, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

2.5 Official Publication: The newsletter of the Association, presently entitled "The Heathers Herald" shall be the official publication of the Association for all notices and reports to the members including, but not limited to:

a. Hearings on or the adoption of proposed amendments to the Declaration of Condominium, Articles of Incorporation, By-laws, Rules and Regulations and Board of Directors' rulings and policies.

b. Meeting announcements.

c. Activities and actions of the Board of Directors and Committees.

A copy of the Association Newsletter shall be mailed or personally or electronically delivered to each unit, and to such other address an owner may request in a written notice to the Secretary of the Association, and upon such mailing or delivery, the Association member shall have received official notice.

2.6 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 Section 2.4 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 III.
Board of Directors

3.1 Make-up, election, and term of Board of Directors: The Condominium property and all of the affairs of the Association shall be managed by a Board of Directors, which shall consist of five members. 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 his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant. Directors shall be elected for a two-year term. Directors' terms shall be staggered such that 2 Directors are elected in even years and 3 Directors are elected in odd numbered years. Each unit owner shall be entitled to one vote for each Director to be elected to the Board of Directors. The Board shall be elected by a plurality vote and shall hold office from the day of their election until the next annual meeting or until their successors are elected and qualified. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

3.2 Powers and duties of the Board of Directors: All powers and duties as shall be necessary for the administration of the Condominium property and the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration and the Articles of Incorporation.

3.3 Vacancies on Board: Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members.

3.4 Removal of Directors: At any regular or special meeting, duly called, any one or more of the Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.5 Regular meetings and notice: A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the

regular meeting of the Board of Directors shall not be required. Directors meetings may be held in person, or via phone or video/digital conference.

3.6 Special meetings and notice: Special meetings of the Board of Directors may be called by the President or by two (2) Directors on three (3) days prior written notice to each Director, given personally, electronically, or by mail, which notice shall state the time, place (physical or virtual) and purpose of the meeting.

3.7 Waiver of notice: Before, at, or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.8 Quorum of Directors and Adjournments of Meetings: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. Presence at a Board meeting may be in person, or via phone or video/digital conference. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

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

3.10 Liability of Directors and Officers: No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by hint as a Director or Officer of the Association, if such persons (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

3.11 Compensation of Directors: The Association shall compensate each member of the Board of Directors by waiving regular maintenance dues during their term in office. All special assessments and parking charges shall continue to be paid by the board members. Maintenance dues will only be waived for one unit per board member regardless of the number of units owned.

Article IV.
Officers

4.1 Designation, election and removal: The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, an officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting

of the Board of Directors, or at any special meeting called for that purpose. Any of the officers' duties may be delegated to a property manager or property management company at the discretion of the Board of Directors.

4.2 President: The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall have all the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

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

4.4 Secretary: The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of all the Association's books and records, and shall in general, perform all the duties incident to the office of Secretary.

4.5 Treasurer: The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

Article V.
Operation of the Property

5.1 Annual operating costs: The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet the common expenses of the Association for the ensuing year. The budget shall be prepared and determined by December 15 of each fiscal year for the year going forward and the amounts required by each budget shall be allocated among the members of the Association according to their respective percentages of ownership in the common areas as set forth in the Declaration.

a. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable by each of them by December 31st and shall furnish copies of the budget on which such common charges are based to each member.

b. The budget may provide for two funds, one of which would be designated the "operating fund" and the other the "reserve fund". The operating fund would be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of wages, materials, insurance, services and supplies. The reserve fund would be used for contingencies and replacement expenses. In the event that the

Association incurs extraordinary expenditures not originally included in the annual estimate, then such sums as may be required may be charged against the reserve fund, or the Directors may levy a further assessment which shall be charged to each owner in proportion to his interest as set forth herein, or a combination of reserve funds and a special assessment may be used to fund the expenses.

c. The reserve fund may be used to discharge construction liens or other encumbrances levied against the entire property, or any part thereof which may constitute a lien against the common property rather than against the unit interest of particular owners. The unit owner responsible for any such lien shall be specifically assessed for the full amount thereof.

d. The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible thereof.

5.2 Installments and late charges: Maintenance Dues are due and payable on the first day of each month and will be considered late if received on the fifteenth day or later. A late fee in the amount of 20% of the monthly assessment amount will be charged for any / all late payments of the monthly maintenance installment. In addition, 18% compound interest will accrue on the delinquent account until it is paid in full. The entire year's assessment may become due and payable IN FULL if the Board so decides and notifies the delinquent owner in writing for any unit that is 45 days or greater in arrears for any amount due the Association.

5.3 Default: In the event of a failure of the part of a unit owner to pay any monthly installment of the annual assessment, or any financial obligation to the Association, within forty-five (45) days of the due date, all of the unpaid balance of the assessment for the fiscal year in which the default occurs may immediately become due and payable. The Board of Directors shall take such appropriate measures as may be allowable by law, to collect the unpaid assessments. The costs of such collection, including the actual attorneys' fees incurred by the Association, shall be borne by the defaulting unit owner. Those legal fees and costs, together with all late fees and interest on the unpaid assessments, until paid, shall be added to and be a part of the condominium lien filed against the unit and a personal obligation of the unit owner.

5.4 No Withholding of Dues/Assessments. A unit owner may not withhold assessment payments at any time or for any reason, even if the unit owner has a claim pending against the Association.

Article VI.
Duties and Obligations of Unit Owners

6.1 Use: No residential unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than a private residence of the owner, the owner's family, or any other occupants or guests. The use and occupancy of a unit is subject to the following additional restrictions and requirements set forth in this Article.

6.2 Rentals Prohibited; Owner Occupancy Required: All Units are subject to the following restrictions.

a. Leasing is prohibited, and all Units must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. An exception to the Owner Occupancy Requirement is granted to the Units being rented at the time of adoption of these Amended and Restated Bylaws (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of these Amended and Restated Bylaws, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Owner Occupancy Requirement. **In no event will the Owner Occupancy Requirement apply to Mortgagees of the unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure**.

b. Rules/Restrictions Applicable to Grandfathered Units. Grandfathered Unit Owners must comply with all of the following:

i. The term of any such lease shall not be less than twelve (12) months;

ii. The Unit Owner has obtained the prior written approval of the Association with respect to the terms of the proposed lease and any renewals of leases;

iii. The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

iv. The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

c. The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of the Declaration, the Articles, the By-laws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the

Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

d. Rent Diversion. If a Grandfathered Unit is delinquent in paying assessments, the Association may demand that the tenant pay rent directly to the Association to offset the Unit Owner's delinquent balance. If the tenant fails to pay the rent to the Association upon such demand, the tenant will be in violation of this Section.

e. Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

f. With respect to any occupancy of a unit by any occupants, the unit owner must provide the Association with the following information as it exists at all times during the occupancy (and promptly update the Board if anything changes):

i. The names of all persons having a right to occupy the unit.

ii. The license number of all motor vehicles used by the occupants.

iii. The occupant's phone number, if available.

iv. The unit owner's address and phone number.

v. Proof of residency by the Owner Occupant (e.g., a copy of the unit owner's driver's license showing the unit address, or an item of mail the unit owner received at the unit address).

vi. For Grandfathered Units: A copy of the current lease affecting the unit.

6.3 Right of Access: By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including, without limitation, the right of access provided by Section 703.32 of the Condominium Act, to the Association or their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration and the By-Laws and Rules and Regulations; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

6.4 Rules and Regulations: The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-laws, and the Rules and Regulations of the Association, including the following:

a. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in any part of the commons which will result in the cancellation of insurance on any unit or any part of the commons or which would be in violation of any law or ordinance.

b. No sign of any kind shall be displayed to public view on or from any unit or the commons without the prior written consent of the Association. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

c. "**NO DOGS ARE ALLOWED** other than "Grandfathered-in Pets" as described below, and no other animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in any of the Common Elements. "Grandfathered-in Pets" shall always be leashed and within the immediate control of a person at all times. All excrement must be picked up and disposed of by the person in control of a Grandfathered-in Pets". Owners of Grandfathered-in Pets" shall take reasonable precautions and efforts to prevent their "Grandfathered-in Pets" from being a nuisance or annoyance to other Unit owners or occupants.

d. **"Grandfathered-in Pets" are defined as DOGS that occupied said units within the association prior to May 20, 2019. NO OWNERS OR RENTERS CAN HAVE A DOG(S) IN UNITS OR COMMON ELEMENT(S) AFTER MAY 20, 2019 THAT IS NOT REGISTERED AS "GRANDFATHERED-IN PETS". IF GRANDFATHER-IN PETS BECOMES DECEASED UNIT OWNER CANNOT REPLACE WITH ANOTHER DOG.** Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

6.5 Maintenance and Repair of Units: Every unit owner must perform properly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

6.6 Enforcement and Grievance Procedure

a. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

i. A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to

contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

ii. FIFTY DOLLARS ($50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

iii. ONE HUNDRED DOLLARS ($100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

iv. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1) The violation is in direct defiance of a previous mandate from the Board of Directors.

2) The violation was malicious in its intent.

3) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

4) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (e.g. if alterations are made that cannot be restored to their original state.)

b. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

c. Attorney Fees

i. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

ii. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, 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 the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's

mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

d. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may request a meeting with the Board of Directors to appeal. The Board of Directors' decision following the appeal meeting is final and binding.

6.7 Sale or Transfer of Units: Prior to placing a unit on the market for sale, a unit owner shall notify the Board of Directors, in writing, of his or her intention to sell. The following steps must also be taken prior to the sale of the unit:

a. The seller of a unit must provide the buyer with up-to-date disclosure materials, including, but not limited to the following documents as currently amended: Declaration of Condominium, Articles of Incorporation, Association By-laws, Rules and Regulations and copies of current budgets and financial statements. Copies of the above documents shall be made available by the Secretary of the Association at a nominal cost.

b. Prior to the sale and transfer of the unit, the unit owner shall arrange to have the unit inspected by two Board of Director member (or their authorized representative) to determine if any of the common areas adjoining the unit have been violated. A written report shall be signed by the inspectors and the unit owner and filed with the Secretary of the Association. Prior to the sale and transfer of a unit, all violations in the common areas shall be corrected at the expense of the unit owner, and if unpaid, be assessed against the unit.

c. Prior to the sale and transfer of a unit, the unit owner shall advise the buyer to request the Board of Directors to provide a statement regarding the existence of violations in the common areas or of any unpaid assessments of which the buyer may be liable.

6.8 Land Contracts. Land contracts involving Units must be recorded with the Milwaukee County Register of Deeds. If a unit owner transfers a Unit via land contract, the owner must provide a recorded copy of the land contract to the Board of Directors. Unrecorded land contracts are strictly prohibited.

Article VII.
Amendments

7.1 By member: These By-laws may be altered, amended or repealed and new By-laws may be adopted by the members, at any meeting called for such purpose by an affirmative vote of two-thirds (2/3) of all of the votes entitled to be cast.

7.2 By Directors: These By-laws may also be altered, amended or repealed and new By-laws may be adopted by the Board of Directors by an affirmative vote of a majority of the Directors present at any meeting at which a quorum is in attendance; but no By-laws adopted by the members of the Association shall be amended or repealed by the Board of Directors if the By-law so adopted so provides.

Article VIII.
General

8.1 Fiscal Year: The fiscal year shall be the calendar year.

8.2 Seal: There shall be no corporate seal.

8.3 Record of Ownership: Every unit shall within 30 days cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto and shall file such document with and present such other evidence of this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

8.4 Mortgages: The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

8.5 Indemnity of Officers and Directors: Every person who is or was a director or officer of the Association shall (together with the heirs, executors, and administrators of such person) be indemnified by the Association against all loss, costs, images and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in retaliation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights to indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any. member or owner or a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles of Incorporation, and By-laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

8.6 Subordination: These By-laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which control in case of any conflict All terms herein (except where clearly

repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

8.7 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 Nothing in these By-laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

These Amended and Restated Bylaws were duly adopted by a majority vote of the Board of Directors at a meeting held on June 21, 2023.

End of the By-laws

Rules and Regulations
Heathers Owners Association, Inc.
Section I
Parking Areas

1.1 Absolutely no parking is allowed on the east or west driveway. **No Exceptions.** Violators will be fined or booted.

1.2 Each unit (with the exception of units with a garage) is assigned one (1) parking space. A second space may be available at an additional cost. Units may have only two (2) parking spaces. Units with a garage are entitled only to their garage and one (1) additional space, for an additional fee.

a. A monthly fee, determined by the board, will be charged for extra spaces.

b. Unit owners who reside within the complex will have first choice of second spaces. Second spaces when available, will be assigned in the order they are requested.

c. Renters will be able to rent a second space when they are available.

d. If the need arises there will be a waiting list for extra spaces. Spaces will be issued with resident owners having first priority, followed by renters. Contact the parking chairperson if you need a second space.

e. Second spaces cannot be transferred, rented or held empty for visitors. If a second car is sold, or a unit is sold/leased, the second space reverts back to the Board of Directors for reassignment.

1.3 Each unit owner is responsible for their own space.

a. A unit owner/tenant must report any unauthorized vehicle within their assigned space(s) to the parking chairperson, (if not available, contact a board member) for appropriate action.

b. Parking spaces must be kept clean. A five day warning will be given to offenders. A clean-up fee of $25.00 will be charged after the fifth day.

c. Unit owners are responsible for keeping any parking spaces assigned to them clear of snow. Cars should be removed from the lot as soon as possible to allow the contractors to plow out the lot. In the event that a car is not removed during plowing the owner shall have 48 hours to clear the space of snow. If after 48 hours the snow is not removed the Association shall instruct the snow removal contractors to clear the snow from around the car. The cost of this clean up shall be assessed to the unit owner.

1.4 No car maintenance, other than emergency, tire changing or car washing will be allowed in the parking lot.

1.5 Only functional and driveable vehicles will be allowed in the parking lot. No storage of boats, trailers, non-driveable cars, mobile homes or snowmobiles allowed in the parking lot.

1.6 All operational vehicles must fit within the painted lines.

1.7 The speed limit in the parking lot is **5 miles per hour!**

1.8 All vehicles parked in the lot must be registered with the Board of Directors.

a. The make/model, color and license plate number are required.

b. Any changes in vehicle ownership must be reported within seven (7) days to the parking chairperson.

c. Visitors may park in your assigned space(s) only. They are subject to the same rules and may be fined or booted at the owners expense. Make your visitors aware.

1.9 Any violations of the above rules will be subject to but not limited to the following:

a. fines, booting and/or towing of vehicles.

b. Immediate loss of "second" parking space.

c. Second spaces may be reassigned, at need, with a seven (7) day written notice when an already assigned space sits vacant for thirty (30) days. Please inform the parking chairperson if you will be gone for more than thirty (30) days to avoid loosing your second space. Vacancy is defined as the absence of an assigned vehicle. Visitor, non-assigned vehicles or non-authorized vehicles will not be considered occupancy.

Section II
Courtyards and Common Areas

Courtyards and common areas include all outside areas not included in the Limited Common Areas such as patios and building structures.

2.1 All unit owner must register with the Secretary when they wish to have use of the courtyard adjacent to his unit for a private party.

2.2 The noise level in the courtyards and common areas must be kept to a minimum, especially between 10:00 p.m. and 10:00 a.m.

2.3 Parents are always responsible for the actions of their children.

a. Parents will be held directly responsible for any trouble or damage caused by their children.

b. Parents are expected to personally supervise and be present with children under seven years of age while they are on common grounds. Children are to play as close to their unit as possible.

c. Children are to be directed to remain off the patios of neighbors and refrain from bothering pets or handling property of others.

d. Their is to absolutely no playing in the breezeways, gate areas or parking lot.

e. No ball playing of any kind is allowed in the courtyards with the exception of nerf or other foam style balls. Organized team events, such as volleyball, etc. may be allowed with the prior written consent of the board of directors.

2.4 Pets must be on a leash at all times when outside of the unit. Any excrement must be cleaned up **immediately**!

2.5 There shall be no planting in the courtyards or common areas without the written permission of the Board of Directors.

2.6 No use of vehicles of any type will be allowed on the outdoor grounds with the exception of maintenance vehicles. Prohibited equipment includes but is not limited to: motorcycles, mopeds, mini-bikes, go-carts, snowmobiles, etc.

2.7 The pitching of tents is not allowed. Games or similar devices may be set up but must be removed immediately after use.

2.8 No one is allowed in the garbage areas except unit owners and authorized personnel. These areas are for the sole purpose of disposing of garbage.

2.9 No guest will be allowed on the Common Grounds unless accompanied by a unit owner. All unit owners will be held responsible for the actions of their guests and/or their guests' pets.

2.10 No one may post any sign, notice, announcement, etc. on the common property, in a window, on a door or anywhere that is visible from the street, unless it has been approved in writing by the Board of Directors.

Section III
Limited Common Areas

3.1 Patios: Only outdoor furniture, grills and potted plants are allowed on the patios.

a. No recreational vehicles, such as bicycles, may be stored on the patios.

b. Clothes lines and racks for drying of laundry will not be permitted outside of the unit.

c. No children's equipment such as pools, tricycles, big wheels, etc. may be stored on the patio overnight.

d. Planting, in the ground, in the areas between patios or adjacent to them may only be done with the written permission of the Board of Directors.

e. Patios must be kept clean, neat and orderly at all times.

3.2 Buildings: No structural alterations or additions to the exterior or interior part of the building, the said Common area as written in the amended declaration, may be done without permission from the Board of Directors. Examples: no screened porches, awnings, hanging plants under outdoor eves, outdoor blinds, fireplaces, etc.