Property of:

SILVER MAPLE TERRACE CONDOMINIUM ASSOCIATION INC.

Unit 921

This document is to remain with your unit!

SILVER MAPLE TERRACE RULES AND REGULATIONS

AS APPROVED ON JUNE 8, 2021 AT A SPECIAL MEETING OF THE BOARD OF DIRECTORS

Resolution of these Rules and Regulations are adopted on June 8, 2021, pursuant to the authority granted to the Board of the Directors in the Amended By-Laws dated June 8, 2021

THIS DOCUMENT DRAFTED BY:

Attorney Kevin T. White
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N61 W6058 Columbia Road
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262/377-5555

Section 1. Use of Units. In Order to provide for congenial occupancy of the property and for the protection of values of units, the use of the property shall be subject to the following limitations:

(a) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.

(b) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property.

(c) All units shall be used for residents only and under no circumstances may a unit owner rent or lease his unit to a non-owner. This subsection is intended to prohibit unit owners from utilizing AirBNB, VRBO and similar services.

(d) Notwithstanding the above, a portion of the unit may be rented as long as the unit remains owner-occupied at all times as long as the unit owner obtains the written consent of the Board of Directors.

(e) Units and common areas may not be used to conduct and expedite public sales of vehicles or rummage (with the exception of two garage sales per year for the entire association with the dates to be determined and agreed upon yearly by the Board of Directors.)

(f) To facilitate snow removal, rubbish collection, lawn services, and grounds maintenance, no lawn furniture, picnic tables, cars, children's toys, or similar items will be allowed to obstruct these services. No obstruction may be left on the south walk.

(g) No signs (including political signs), advertisements, billboards, unsightly objects or nuisances shall be placed, erected or otherwise permitted to exist on any unit property or common areas, open house signs on the date of showing or for sale signs of a unit excepted.

(h) Owners are responsible for the acts of all guests, including their children, grandchildren, renters, friends, or other persons and animals. Unit Owners shall indemnify and hold the Association harmless for any claims or causes of actions made against the Association as a result of the unit owners guests.

(i) All trash bags, recycle bins, and garbage bins must be kept in garages.

(j) No clothesline, stationary or portable, are allowed on any site of the Association other than in garages.

Section 2. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common areas or facilities may be promulgated and amended by majority vote of the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

(a) Parking.

1. No parking is ever allowed along the north fence line, pursuant to Cedarburg Ordinance Section 10-1-22(c).

2. Unit parking is designated as the area immediately in front of the garage and kitchen window within the boundaries of each unit.

3. Owners may have no more than two operative vehicles parked on Association common property. Excess vehicles shall be parked off boundaries of Association property.

4. Parking of miscellaneous equipment, inoperative and unlicensed vehicles in the common areas is prohibited.

5. Visitor parking will be limited to a two week period with extensions to be made at the sole discretion of the Board of Directors

6. Bicycle, go-carts, motorcycles, mopeds, basketball hoops, children's toys, play or exercise equipment, etc. shall be stored in garages when not in use.

7. Recreational Vehicles (RV's), including pop-up campers, may not be parked, stored, or otherwise present on any unit owner property or common area without the written consent of the Board of Directors.

(b) Pets.

1. In the common areas, pets must be controlled by leash

2. Any pet feces must be cleaned up immediately by owner so there is no visible residue.

    a. Failure to remove pet feces, including those done by visiting pets, will result in the following fines:

i. First Offense - $25.00
ii. Second Offense - $50.00
iii. Third Offense and Beyond – Fine to be determined by the Board of Directors.

b. The above fee schedule is in addition to, not in place of, any rights the association has to impose Infraction Assessments (defined below) as described in Section 3 below.

3. Pets may not be staked out or left unattended in the common areas, in garages, or back lawns or in any manner which would created a nuisance. Community areas will not be used by pets.

4. Owners must accompany pets at all times with the exception of the pet being on the patio space of each unit. The lease may not exceed the length or width of each personal patio area.

5. No more than one pet per household.

6. All owners of pets must comply with the animal physical examinations and licensing ordinances of the City of Cedarburg.

7. Any violation of the above will be subject to the fines described above and are in addition to any fines or penalties imposed by any governmental entity.

(c) Meetings

1. All unit owners are required to attend the annual meeting for the selection of the elected Board of Directors positions and are required to attend one Board meeting per year.

2. All meetings shall be open to all unit owners.

Section 3. Penalties for Infractions of Association Rules and Regulations. These Rules and Regulations relative to infractions have been promulgated to protect the property value and to ensure the enjoyment of the common property by all owners and residents.

Any infraction of these Rules and Regulations will result in the responsible owner being assessed liquidated damages for the violation ("Infraction Assessment"). This Infraction Assessment will be added onto the monthly maintenance fee and will be payable with the following month's fee. All money paid will first be applied to the Infraction Assessment and the remaining amount to the maintenance fee. Any Infraction Assessment or monthly maintenance fee in arrears of 90 days will result in a lien being filed on the resident's unit or with the

commencement of a lawsuit. All collection costs, including the Association's attorney fees will be paid b the responsible owner.

A first infraction of a rule or regulation will result in a letter of warning from the Board of Director or Manager

If the infraction is not remedied within one (1) week of the date of the receipt of the letter, then a $25.00 Infraction Assessment shall be assessed.

For each succeeding infraction or for each week that the infraction remains unremedied, a $50.00 Infraction Assessment shall be assessed.

Only one warning will be given for each infraction. If an owner has previously received a warning for an infraction, the owner will receive a $50.00 Infraction Assessment for any infraction occurring on a later date and a $100.00 Infraction Assessment for each week the infraction remains unremedied.

Section 4. Mortgages.

(a) Each unit may be separately mortgaged.

(b) A unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortagee. The Board of Directors shall maintain such information in a book or other document entitled "Mortgages of Units."

(c) The Board of Directors, whenever so requested by a mortgagee of a unit, shall promptly report any unpaid common charges or other default by the owner of a mortgaged unit.

(d) The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5 Sale and/or Transfer of Units; Rental Prohibited. No unit owner may sell his unit or any interest therein except by complying with the provisions of the Bylaws and this Section.

(a) Any unit owner who receives a bona fide offer for the sale of his unit, hereinafter called "Outside Offer," which he intends to accept, shall give notice to the Board of Directors of such Outside Offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction and such other information as the Board of Directors may reasonable require and shall offer to sell such unit to the Board of Directors or its designee, corporate or otherwise, on behalf of the owners of all other units, on the same terms and conditions conditioned in the Outside Offer ("Right of First Refusal").

(b) The Right of First Refusal contained in Section 5(a) above may be released or waived by the Board of Directors, in which event the unit may be sold or conveyed free and clear of the provisions of such right.

(c) A certificate, executed and acknowledged by the Secretary of the Association, stating that the provisions of Section 5(a) above have been met by a unit owner or have been duly waived by the Board of Directors, and that the rights of the Board of Directors thereunder have been terminated, shall be conclusive upon the Board of Directors and the unit owner in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any unit owner who has complied with the provisions of Section 5(a) or in respect to whom the provisions of such Section have been waived for a reasonable fee, not to exceed $10.00.

(d) The provisions of Section 5(a) above shall not apply with respect to any sale or other conveyance by a unit owner of his unit to his spouse, children, parents, brothers or sisters, or to any one or more of them. Any party receiving title to a unit shall agree to comply with the Bylaws and these Rules and Regulations.

(e) Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass same by intestacy, without restriction.

(f) No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, or sell his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges and liquidated damages therefore assessed by the Board of Directors against his unit and he shall have satisfied all unpaid liens against such unit, permitted mortgages excepted.

(g) Rental of units is expressly prohibited except in the manner described in the Bylaws and elsewhere in these Rules and Regulations.

Section 6. Records. The Board of Directors or the Manager shall keep detailed records of the Actions of the Board of Directors and the Manager, minutes of the meetings of the Board of Directors, minutes of the meetings of unit woners, and the financial records and books of account of the Assocaiation and property, including a chonological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid.

A written report summarizing all receipts and expenditures of the property shall be rendered by the Board of Directors to all unit owners at least semi-annually.

Additionally, all unit owners, mortgagees are entitled to request a copy of said reports at the end of each calendar year, provided a $10.00 fee is received by the Association to process such request.

Section 7. Miscellaneous.

(a) All official notices to the Board of Directors shall be sent by registered or certified mail, care of the Manager, or if there is none, to the office of the Board of Directors, addressed to SILVER MAPLE TERRACE BOARD OF DIRECTORS and sent to PO BOX 174, CEDARBUG, WISCONSIN 53012, or to such other address as the Board of Directors may hereafter designate from time to time. All official notices to any unit owner shall be sent by registered or certified mail, if circumstances require it, to the building or other such address as may have been designated by him from time to time, in writing to the Board of Directors. All official notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

(b) The invalidity of any part of these Rules and Regulations shall not impair in any manner the validity, enforceability, or effect of the rest of these Rules and Regulations

(c) The headings and captions herein are inserted as a manner of convenience and reference and in no way define, limit, or describe the scope of these Rules and Regulations or the intent of any section herein.

(d) The use of the masculine gender in these Rules and Regulations shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(e) No restriction, condition, obligation, or Section contained in these Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of infractions or breaches thereof, which may occur.

Section 8 Insurance. The Association shall insure the entire condominium structure, including inside and outside walls, all attached fixtures, all common areas and improvements of the common areas against loss or damage by fire and such other hazards as the Association may deem desirable, for the full replacement costs of the units.

Each unit owner shall obtain coverage on their personal property located within or appertaining to the exclusive use of the unit.

Each unit owner shall obtain and maintain a comprehensive liability policy with limits of individual occurrences of at least $200,000. Any insurance available under such policy shall be primary to any policy obtained by the Association. Each unit owner shall furnish a certificate of insurance to the Board of Directors at the annual meeting.

Section 9. Excess Fee Usage. Any surplus fees collected for the monthly maintenance or other fees shall be deposited into the Association bank account for mutual benefit of unit owners, disbursement thereof to be in the discretion of the Board of Directors.

THIS DOCUMENT DRAFTED BY:
Attorney Kevin T. White
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Cedarburg, WI 53012
262/377-5555

These Bylaws adopted by Special Special meeting on June 8, 2021

BY-LAWS

OF

SILVER MAPLE TERRACE CONDOMINIUM

ARTICLE I
NAME AND LOCATION

The name of the Association is **SILVER MAPLE TERRACE CONDOMINIUM,** hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be PO Box 174, Cedarburg, WI 53012, but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to SILVER MAPLE TERRACE CONDOMINIUM ASSOCIATION, INC., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, together with its successors and assigned.

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 Element" shall mean and refer to all real property maintained by the Association in the Declaration of Condominium for the common use and enjoyment of the owners.

Section 4. "Unit" shall mean and refer to any unit shown upon the recorded plat or plats of survey of the property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to RSS Partners, its successors and assigns. The Developer may also be referred to as the Declarant.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting: The first annual meeting of the members shall be held prior to the conveyance of twenty-five (25%) percent of the common element interest to purchasers, but in no event less than within one (1) year from the date of recording of the Declaration, and each subsequent regular meeting of members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. 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 come before the meeting.

Section 2. Special Meeting: Special meetings of the members may be called at any time by the Board of Directors or by the President, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Place of Meetings: Meetings of the unit owners shall be held at the principal office of the property or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 4. Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting by delivering written notice, either personally or by mail, at least ten (10) days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all unit owners.

Section 5. Quorum: The presence at the meeting of members entitled to cast, or

of proxies entitled to cast, twenty-five (25%) percent of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the member of his unit.

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

Section 8. Order of Business: The order of business at all meetings of the unit owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Reports of committees.
(f) Election of directors (when applicable).
(g) Unfinished business.
(h) New business.

Section 9. Parliamentary Procedure: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Robert's Rules of Order.

Section 10. Developer's Control: Except as provided in ARTICLE IV, Section 1, below, Developer or a person or persons authorized by it may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease seven (7) years from the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers, whichever time occurs first.

Section 11. Rights of Developer Prior to Transfer: As long as the Developer shall own any unit except for a unit which Developer is using as a residence, Developer may use the common elements and facilities and any unsold units on such condominium property as may facilitate the completion and sale of all units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model unit, showing of property and erecting and maintaining signs on the common area.

ARTICLE IV
BOARD OF DIRECTORS
SELECTION - TERM OF OFFICE

Section 1. Number and Selection: The affairs of this Association shall be managed by a board of three (3) directors, all of whom shall be a member of the Association, except that the initial directors need not be members of the Association. Such board shall be elected as follows:

(a) Prior to the conveyance of twenty-five (25%) percent of the undivided interest in the general common elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the unit owners shall be called, at which time one (1) member of the initial Board of Directors, or his successor as designated by the Declarant, shall tender his resignation and the unit owners, other than Declarant, shall elect one (1) new member of the Board of Directors.

(b) Subsequent to the special meeting called in accordance with paragraph (a) above but prior to the conveyance of fifty (50%) percent of the undivided interest in the general common elements by Declarant to purchasers, a special meeting of the unit owners shall be called, at which time one (1) member of the initial Board of Directors, or his successor as designated by the Declarant, but not having previously tendered his resignation in accordance with paragraph (a) above, shall tender his resignation, and the unit owners other than Declarant shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of two (2) persons, including such new members as may have been elected pursuant to paragraph (a) above.

(c) Notwithstanding paragraphs (a) and (b) above, thirty (30) days after the conveyance of seventy-five (75%) percent undivided

interest of the general common elements by Declarant to purchasers, a special meeting of the unit owners shall be called at which time all members of the initial Board of Directors, or their successors as designated by Declarant, but not having previously tendered their resignations in accordance with paragraphs (a) and (b) above, shall tender their resignations, and the unit owners shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of three (3) persons, including such new members as may have been elected pursuant to paragraphs (a) and (b) above.

Section 2. Initial Directors: Notwithstanding any provision set forth in these By-Laws to the contrary, the Declarant shall designate the initial Board of Directors, none of which must be unit owners, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board of Directors under these By-Laws. Such members of the Board of Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein. The names and addresses of the initial directors are:

Philip E. Steinke PO Box 325 Grafton, WI 53024	Frank Richardson 2075 West Mill Road Milwaukee, WI 53209	Erwin O. Steinke W172 N9423 Shady Lane Menomonee Falls, WI 53051

Section 3. Election and Term of Office: At the time of election of the full Board, the term of office of the first elected member of the Board of Directors shall be fixed at three (3) years, the term of office of the second elected member of the Board of Directors shall be fixed at two (2) years, and the term of office of the last elected member of the Board of Directors shall be fixed at one (1) year. If there is any conflict in determining the terms of office, the decision of the initial directors shall control. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. Except in the event of death, resignation or removal, each director shall hold office until his respective successor has been elected by the unit owners.

Section 4. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the members 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 and shall serve for the unexpired term of his predecessor.

Section 5. Compensation: No director shall receive compensation for any service

he may render to the Association as such. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
MEETING OF DIRECTORS

Section 1. Regular Meeting: Regular meetings of the Board of Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third of the directors, after not less than twenty-four (24) hours' notice to each director.

Section 3. Quorum: A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board 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, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI
POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: In addition to their other authority, the Board of Directors shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from unit owners;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the common elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;

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

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the property and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, units 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 Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by and to sublease units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all unit owners;

(m) The Board of Directors shall be authorized to obtain a business loan for emergency repairs to property and execute all documents necessary to effect same.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers, members of the Board and employees having fiscal responsibilities to be bonded, as it may deem

appropriate;

(g) Cause the common elements to be maintained;

(h) Suspend the voting rights of an owner upon the recording of a statement of condominium lien on that owner's unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(i) Grant easements through or over common elements;

(j) Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of a unit or any other portion of the condominium;

(k) Make contracts and incur liabilities in connection with the operation of the condominium;

(l) Maintain a current roster of names and addresses of unit owners to which all notices shall be sent;

(m) Deny the right to vote at an Association meeting to a unit owner who shall not have furnished to the Association the unit owner's name and current mailing address.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices: The offices of this Association shall be a President, Vice-President and Secretary, who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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 members.

Section 3. Term: Each officer of this Association shall be elected annually by the Board and each shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have

such authority, and perform such duties as the Board may, from time to time, designate.

Section 5. Resignation and Removal: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple 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 any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer or designate shall receive and deposit in appropriate bank accounts all monies of the

Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper 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 a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII
COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in Carrying out its purpose.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during regular business hours be subject to inspection by any member. The Declaration, Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided 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 against which the assessment is made. Any assessments or installments thereof 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 interest from the date of delinquency at a rate of interest which is two (2%) percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee, not to exceed one month's interest, for each month or fraction thereof that such assessment is delinquent.) The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the common elements or abandonment of his unit. A

suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated. If such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI
ABATEMENT AND ENJOINING OF VIOLATIONS

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

ARTICLE XII
SALE AND LEASE OF UNITS

Section 1. Sales and Leases: No unit owner may sell or lease his unit or any interest therein except by complying with the provisions of this section. A unit owner's sale of his unit shall include the sale of: (a) his undivided interest in the common elements and facilities appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Board of Directors or its designee on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the property, hereinafter collectively called the "appurtenant interests".

Section 2. Lease and Rental Prohibited: No unit owner may lease or rent his unit, even for one night. This Section is intended to prohibit unit owners from utilizing AirBNB, VRBO, and other similar services.

Section 3. Approval of Purchase: The Board of Directors may not purchase a unit without first obtaining the approval of the majority of unit owners present in person or by proxy, at a special meeting called for that purpose.

Section 4. Financing of Purchase of Units by Board of Directors: Acquisition of

units by the Board of Directors 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, if such funds are insufficient, the Board of Directors may levy an assessment against each unit owner in proportion to his ownership in the common elements and facilities as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit to be acquired by the Board of Directors.

Section 5. Waiver of Right of Partition with Respect to Units Acquired by Board of Directors: In the event that a unit shall be acquired by the Board of Directors or its designee on behalf of all unit owners as tenants-in-common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 6. Payment of Assessments: No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit, and until he shall have satisfied all unpaid liens against such unit except permitted mortgages.

Section 7. Notification of Conveyance: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the unit; (c) the purchaser's or mortgagee's name and mailing address; (d) the name and address of the designee of such purchaser, if any; and (e) any other information as may be required under the condominium documents or as may be reasonably requested by the Board.

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 Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-

Laws and the Articles;

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XIV
AMENDMENTS

These By-Laws may be amended by affirmative vote of unit owners having sixty-seven (67%) percent or more of the votes at a regular or special meeting of the members.

ARTICLE XV
FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI
CORPORATE SEAL

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

IN WITNESS WHEREOF, the Directors of SILVER MAPLE TERRACE CONDOMINIUM ASSOCIATION Have hereunto set their hands this 8 day of June, 2021.

Mary E. Jeromiński (Signature)
Mary E. Jeromiński (Name)
Director

Melissa Drenski (Signature)
Melissa Drenski (Name)
Director

Katherine L. Nichols (Signature)
Katherine L. Nichols (Name)
Director