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# OAKWOOD KNOLLS WISCONSIN CO-OPERATIVE WATER ASSOCIATION CONSTITUTIONAL BY-LAWS

"The Oakwood Knolls Wisconsin Co-Operative Water Association" (hereinafter referred to as the Association), was incorporated July 9, 1958 under Articles of Incorporation pursuant to the provisions of Chapter 185 of the Wisconsin Statutes.

Under the provisions of Chapter 185, The Association is certified and authorized to purchase and resell water, for domestic use only, in Oakwood Knolls Section Unit Two (2).

Violation of the constitutional by-laws and amendments thereto shall be deemed a circumvention of The Association laws thereby subjecting the offender to possible water shutoff and termination of association membership. Tampering with, by-passing or prohibiting access to a water meter or buffalo box shall be considered just cause for automatic termination of association membership.

The Association only services those parcels located in the Wisconsin section of the Oakwood Knolls Subdivision, which comply with the provisions of these by-laws. The Association is not obligated to extend service to those who are not members of the association.

1. CONTRACT:

A. "The Association" is under contract to purchase water from the Village of Antioch, Illinois. Under the terms of the contract, "The Association" is bound and obligated to pay water bills promptly as per due date. Delinquent payments may be just cause for the discontinuance of the association water supply.

B. As a condition of membership in The Association, each member shall execute a contract with the association to be recorded by the Kenosha Register of Deeds at the members own expense. A sample of the contract is set out in the attachment number 1 to these by-laws.

C. As another condition of membership in the Association, each member shall provide the executive board with a sketch of the location of the members buffalo box. Furthermore each member shall allow access to the members property for inspection of the location of the buffalo box or

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meter reading. These conditions are subject to paragraph 19 of these by-laws.

2. PAYMENT OF WATER BILL BY ASSOCIATION MEMBERS:

As a further condition of membership in the Association, each member of the association is obligated to pay water bills promptly on or before due date as stated in the annual statement of charges.

3. DELINQUENT PAYMENTS:

In order to protect the common interests of each member of the Association and to assure the uninterrupted continuance of each members water supply, a "surcharge" shall be added to the annual water bill of any member who is delinquent in payment thereof. Payment shall be considered delinquent if not paid within 10 days after the due date.

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4. SURCHARGES:

The surcharge shall be rated as follows:
10% added if not paid within ten (10) days 30 days

20% added if not paid within twenty (20) days 60 days

30% added if not paid within thirty (30) days 90 days

Failure to pay annual water charges and surcharges within sixty (60) days after due date shall be considered just cause for automatic termination of water supply at the offender's buffalo box; or in lieu thereof, the member shall be subject to a lien for the amount due hereunder including actual attorney fees and costs, if any, pursuant to paragraph 7(d) of this agreement.

Under such failure to pay, the offending party or a member of the executive board may request a meeting of the executive board. This meeting shall be held as soon as practical after the request is made and shall be limited to the issue of possible termination of association membership, the possibility of seeking a lien against the property, or the possibility of a deferred payment plan. A deferred payment plan may be arranged upon a showing of just cause by the offending party.

5. RESERVE FUND:

The reserve fund was founded and established in the year 1956 by the Association for the following purposes:

A. To provide the necessary monies to manage the business of the Association;

B. To provide the necessary monies to defray the cost of repairing, replacing, or improving the main water line as a result of damage or normal wear and tear for which said cost can not be recovered from a person or entity causing the need for repair, replacement or improvement.

The Reserve Fund is considered "Perpetual" until such time the Association is legally dissolved. In that event, the reserved fund shall be distributed in equal shares to those members who are in conformance with the Constitutional By-laws.

6. ASSESSMENTS FOR THE RESERVE FUND:

If the cost of repairing, replacing or improving the main water line exceeds the reserve fund, and said costs cannot be recovered from a person or entity causing the need for repair, replacement or improvement, each property owner of the Association shall be assessed an equal share to cover the amount of the excess cost and to replenish the reserve fund. The amount to be assessed shall be determined by a vote of the members of the Association in accordance with these by-laws.

7. RESIDENCE WATER METER AND WATER LINES:

A. Each property owner of the Association shall be responsible for the proper installation of a water meter, water line and buffalo box connecting said members property to the water main. Each member shall be solely responsible for the proper maintenance and repair of same. The water system of each member shall be subject to the inspection by the water association. These requirements are subject to paragraph 19.

B. Proper installation of a water meter shall be as follows:

The meter shall be located no higher than four feet from floor level, in an upright position so that readings may be taken in a safe and accessible manner.

C. When damage to the water main in the result of the installation, repair, digging, landscaping or other ground disturbance originating from a property owner, the property owner shall be held soley responsible for the immediate repair and/or correction of the damaged water main.

D. If a water meter is found to be inoperative or not functioning properly, or is inaccessable, or is not properly installed, the resident owner shall be given ten (10) days written notice by the Association to correct the problem or be subject to finds, actual attorney fees and costs, and/or termination of water supply. The owner may request an extension of the ten (10) day period upon just cause. If the matter has not been corrected in the time allowed, the executive board shall meet, with ten (10) days written notice to the owner of the date, time and place of such meeting. The executive board shall have the authority to impose a fine not to exceed $250.00, to assess plumber costs for termination of water supply, to determine a reasonable amount for the annual water bill not to exceed $300.00, to termination of the owners water supply and/or expulsion of the owner from membership in the Association. If the water supply is to be terminated or the member is to be expelled, the owner shall be given 15 days written notice that termination or expulsion shall occur, unless the requirements imposed by the Board are satisfied.

E. In addition to the foregoing, if any member shall fail to pay fines or assessments as the same become due, on the failure of payment of the assessments after 30 days written notice of such delinquency given by the Association to such member, the amount of the fine and/or assessment shall become a lien on such members real property in the Oakwood Knolls Subdivision, in favor of the Association, and the Association shall have the right to record a Notice of Claim of Lien, and proceed thereon in accordance with the provisions of the State of Wisconsin lien statutes for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an in personam action against such member for the collection of the assessments in any Court of competent jurisdiction.

8. MEMBERSHIP STOCK AND RESERVE FUND FEE:

A. Each property owner claiming ownership of residence established before the year 1978 shall lay claim to one (1) paid share of membership stock which share shall entitle shareholder to purchase water for domestic use only from the Association. A member's investment in the reserve fund shall entitle said member to share and enjoy the full benefits of the reserve fund subject to the members conformance with the Association Constitutional By-Laws. Violation of the By-Laws may subject a member to the termination of Association membership upon the decision of the Executive Board, and the value of the share shall be credited to any fees owing the Association by said member.

Each property owner claiming ownership of residence and having been accepted as a member after 1978 shall also lay claim to one (1) paid share of membership stock; also being subject to the Constitutional By-Laws.

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B. The payment of the "reserve fund fee" shall be duly recorded with the Secretary-Treasurer and thereafter shall entitle the member to purchase water for domestic use only from the Association and shall entitle the member to share and enjoy the full benefits of the reserve fund when in conformance with the Association Constitutional By-Laws.

The purchased shares described above are transferable to new owners upon the completed sale of residence, only after the new owner applied to the water Association and pays the application fee set by the Board, pursuant to paragraph 18 of these by-laws.

9. MEETINGS:

As required by the State of Wisconsin, there shall be at least one regular meeting a year. The regular meeting shall be known as the "annual" meeting and must be attended by a least 33% of the Association members. The annual meeting shall be held for the following purposes;

A. To keep the Association active and to carry on its business;

B. To elect new officers and board members; and

C. To appoint committees.

10. ELECTED OFFICERS AND APPOINTED COMMITTEES:

The following shall be elected officers and appointed committees of the Association;

A. President

B. Vice-President

C. Secretary-Treasurer

D. Board of Directors (a minimum of (4) four)

E. Standing Committees

F. Special Committees



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11. TERMS OF OFFICE:

The President, Vice-President and Secretary-Treasurer may serve as many terms as elected. A term shall be for a period of one (1) year.

12. SALARIES:

Officers shall serve without monetary compensation except the Secretary-Treasurer shall receive an annual compensation equal to $5.00 per residence, which payment shall be made by each property owner upon receipt of the annual water charges.

13. ANNUAL MEETING DATE, READING OF METERS, PAYMENTS OF ANNUAL BILLS:

The annual meeting shall be held in the month of August but not before the following functions are performed:

A. Meters will be read periodically, but a minimum of twice per year. A reading in July or August shall occur for billing purposes. An officer and appointed member shall read and record each resident's water meter. No member shall read his/her meter.

B. The recorded readings shall be given to the Secretary-Treasurer who shall then compute readings for charges. Any member who has a questionable reading shall be notified by the Association. The questionable reading shall be Reviewed at a meeting of the Executive Board with notice to the member.

C. A statement of charges with final due date for payment, together with the announcement of the annual meeting date, time and place shall be mailed to each member.

14. DUTIES OF OFFICERS AND COMMITTEES:

The duties of the officers and the committees, and the conduct of the meetings, shall be governed by the Roberts Rule of Order in a manner which is known as "informal".

15. AMENDMENTS:

Any proposed amendment to these By-Laws may be submitted at any meeting of the members of the Association. Such proposed amendment shall be discussed at a meeting of the members following a meeting at which the proposed amendment was submitted, and shall be voted on by members of the Association at that time. Such proposed amendment must be signed by three members of the Association and shall be read to the meeting by

the Secretary. A proposed amendment shall become effective when approved by two-thirds majority of the members.

16. TERMINATION OF WATER SUPPLY:

A. In addition to other instances warranting water shut-off, the Association may disconnect water service without notice.

1. If a majority of the board reasonably believes that shut-off is necessary to preserve or protect the water main, a person's premises, or the environment; or

2. If a dangerous condition requires immediate shut-off.

B. In addition to the above, the Association may disconnect water service, with notice to the member pursuant to Section 7(c), if a majority of the board reasonably believes said member has surreptitiously or maliciously abused water use to the detriment of another member of the Association.

C. The Association has the authority, pursuant to these by-laws to go upon, or to cause an agent or agents, to go upon, the property of a member in order to terminate the water supply in compliance with these by-laws.

17. HOLD HARMLESS PROVISION:

The Association shall not be liable for damages to any obstruction which bars the Association from access to any water main, water box, water line, water meter, buffalo box or other equipment associated with the water supply.

Furthermore, the Association is not liable for the quality of condition of the water supply in any way whatsoever. It is understood by the membership that the Association is not responsible for the testing of the water, and that the Association relies upon the village of Antioch to maintain and test the water for purity which is supplied to it.

18. NEW MEMBERS:

New members shall complete an application form supplied by the Association and shall pay an application fee as set by the Board before being admitted to membership. New members are subject to these by-laws. Upon installation of a water meter pursuant to these by-laws, the Association shall designate an officer to visually inspect the meter at the time of installation.

There shall be two classes of new members as follows:

CLASS B: Those building on a vacant lot

CLASS A: Those purchasing a dwelling already serviced by the Association.

The application fees may be set at different amounts for those two classes of new members, but each member of a class must be treated equally.

19. BOARD'S DISCRETION:

The Board of Directors may waive any requirement for membership in this Association if the condition of membership would result in substantial cost to the member, and the member pays a sufficient sum, to be set by the Board, which shall secure payment of water bills and any other necessary expenses.

The undersigned hereby certifies that she/he is the duly elected and acting Secretary of the Oakwood Knolls, Wisconsin Co-Operative Association, a non-profit corporation, duly organized and existing under the laws of the State of Wisconsin.

The foregoing by-laws, comprising eight (8) pages, constitute the original by-laws of the Association as duly amended at the meeting of the membership duly held on _____, 198_____.

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Secretary-Treasurer