BY-LAWS
OF

TAMARACK VILLAGE CONDOMINIUM ASSOCIATION, INC.[i]

Revised: June, 2023

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BY-LAWS OF
TAMARACK VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. GENERAL PURPOSE.

These By-Laws are the By-Laws of Tamarack Village Condominium Association, Inc. (hereinafter "Association"), a nonstock, nonprofit corporation created under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, which Articles of Incorporation were filed with the Secretary of State of the State of Wisconsin on June 14, 1995, and subsequently recorded in the office of the Register of Deeds for Waukesha County.

ARTICLE 2. DEFINITIONS.

All terms used in these By-Laws shall have the same meaning as used in the Wisconsin Condominium Ownership Act (hereinafter "Act"), Chapter 703 of the Wisconsin Statutes, unless the context of these By-Laws requires or specifically provides otherwise.

ARTICLE 3. MEMBERSHIP.

3.1 Members.

The membership of the Association shall consist of all the unit owners of Tamarack Village Condominium located in Waukesha County, Wisconsin. Each membership shall be appurtenant to the unit upon which it is based. A unit owner shall have one (1) membership for each unit owned.

3.2 Membership Roster and Notices.

Every unit owner shall furnish the Association with his name and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished. Unless otherwise furnished to the Association, a unit owner's current mailing address shall be presumed to be the address of his unit. The Association shall be deemed to have discharged its duty with respect to the giving of notice to any unit owner by mailing it to his current address as determined above.

ARTICLE 4. VOTING AND MEETINGS.

4.1 Voting.

(a) Pursuant to Section 7.2 of the Declaration, there shall be one (1) vote appurtenant to each unit at meetings of the Association. As such, a unit owner shall have one (1) vote for each unit owned.

(b) A unit owner shall be prohibited from voting at a meeting of the Association if the Association has recorded/filed a statement of condominium lien on the unit owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

(c) At all meetings of the unit owners, each vote may be cast by a unit owner in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and in any event shall cease upon conveyance of the unit to which it appertains, or upon the expiration of one hundred and eighty (180) days following its issuance, unless granted to a mortgagee.[iii]

4.2 Notice of Meetings.

(a) Written notice stating the place, day and hour of all annual and special meetings and, in the case of a special meeting; the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting either personally or by mail, by or at the direction of the President, the Secretary, or the Officer or person calling the meeting, to each unit owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to, the unit owner at his mailing address as it appears on the records of the Association, with postage thereon prepaid.

(b) Meetings shall be held at the time and place designated by the Board of Directors.

4.3 Annual Meeting of Association.

The annual meeting of the Association shall be held in the month of June for the purpose of electing Directors and transacting any other business authorized to be transacted by the Association.[iv]

4.4 Special Meetings of the Association.

Special meetings of the Association shall be held whenever called by the President or two (2) members of the Board of Directors; however, such meetings must be called by the Board of Directors upon receipt of a written request signed by unit owners with a total of one-third (1/3) or more of all votes entitled to be cast, with such request to specify the purpose of such meeting. In the event a unit has multiple owners, the unit owner shall be deemed to have signed such a request if at least one (1) of the multiple owners signs the request.

4.5 Quorum.

(a) A quorum for meetings necessary to conduct Association business shall consist of thirty-three (33%) percent of the votes entitled to be cast, in person or by proxy.[v]

(b) The act of a majority of the votes present at any meeting at which quorum is present shall be the act of the Association, unless a greater percentage is required under the Act, the Articles of Incorporation, the Declaration, or these By-Laws.

(c) If a quorum is not present, no business of the Association shall be transacted; however, the majority of the votes present in person or by proxy may adjourn the meeting from time to time without further notice if such an adjourned meeting (at which a quorum is present) is held within ten (10) business days after the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

ARTICLE 5. BOARD OF DIRECTORS.

5.1 Number of Directors, Terms of Office.[vi]

(a) The number of Directors constituting the Board of Directors shall be five (5). The terms of office for each Director shall be three (3) years.[vii]

(b) Each Director shall serve until a successor is elected, unless sooner removed. A Director must be a unit owner in good standing, meaning that they are not delinquent in dues or assessments.[viii]

(c) The initial Board of Directors shall consist of the individual designated in the Articles of Incorporation.

(d) The Board of Directors shall have the authority to extend a Director's position by special appointment for up to three (3) years, as warranted.

5.2 Removal of Directors. [ix]

Any Director may be removed from office with or without cause at any regular or special meeting of the Association at which a quorum is present by a majority vote of all unit owners present. Following the removal of a Director, a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose.

5.3 Vacancies on the Board.

Vacancies on the Board of Directors caused other than by removal under Section 5.2

shall be filled by the affirmative vote of a majority of the Directors then in office, although less than a quorum. Each person so elected shall serve until the expiration of the three (3) year term of the Director so replaced, unless sooner removed in accordance with Section 5.2.[x]

5.4 Annual and Regular Meetings of the Board.

An annual meeting of the Board of Directors shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board of Directors shall be required. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors determines by resolution and no other notice of regular meetings shall thereafter be required.

5.5 Special Meetings of the Board, Notice.

Special meetings of the Board of Directors may be called by the President or by any two (2) Directors on written notice to each Director given personally or on five (5) days prior written notice to each Director given by mail or electronically, which notice shall state the time, place and purpose of such meeting.[xi]

5.6 Waiver of Notice.

Before, at or after any meeting of the Board of Directors, any Director may waive notice of such meeting in writing and such waiver shall be deemed equivalent to the giving of notice. Attendance at any meeting of the Board of Directors shall be considered a waiver of notice of such meeting, unless such Director furnishes the Board of Directors with a written objection at the commencement of such meeting.

5.7 Quorum of Directors -Adjournment.

(a) For all meetings of the Board of Directors, a quorum necessary to transact business shall consist of a majority of the Directors. The act of a majority of the Directors present at any meeting shall be the act of the Board of Directors.

(b) If there is less than a quorum present at any meeting of the Board of Directors, no business shall be transacted; however, the majority of those present may adjourn meeting from time to time without further notice if such adjourned meeting is held within ten (10) business days after the meeting originally scheduled. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed or scheduled.

5.8 Powers and Duties of the Board.

(a) The business, affairs and operation of the Association shall be managed by the Board of Directors.

(b) The Board of Directors shall have and exercise all powers and duties specified for the Board of Directors under any of the Condominium documents or the Act or as may otherwise be necessary for the operation or administration of the property or for conducting the business and affairs of the Association pursuant to the Act, the Declaration, the Articles of Incorporation, these By-Laws and any rules and regulations which may be adopted by the Board of Directors. The decision or action of the Board of Directors shall constitute the decision or action of the Association, unless the Act or Condominium Documents specifically require the vote or assent of the Association members or mortgagees.

(c) Any action of the Board of Directors authorized under the Act, the Declaration, the Articles of Incorporation, or these By-Laws may be taken upon the unanimous prior written consent of all Directors without a meeting.

5.9 Fidelity-Bonds.

The Board of Directors may require that some or all Officers and/or employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

ARTICLE 6. OFFICERS.

6.1 Designation, Election, Term Office.

(a) The Officers of the Association shall be:

(1) a President;

(2) a Vice-President;

(3) a Secretary; and

(4) a Treasurer.

(b) The Officers shall be members of the Board of Directors and shall be elected annually by the majority vote of the Board and shall hold office until successors are duly elected or until resignation, removal of, or death of such Officer.[xii]

(c) An Officer of the Board of Directors cannot serve in the same office for more than two (2) consecutive terms.[xiii]

6.2 President

The President:

(a) shall be the chief executive Officer of the Association;

(b) shall be responsible for the proper execution of the business and affairs of the Association; subject to the control of the Board of Directors;

(c) shall preside and determine the agenda for all meetings of the Association and the Board of Directors;[xiv]

(d) shall have authority to appoint various committees;

(e) shall have all of the general powers and duties usually vested in the office of President;

(f) shall have such other powers and duties as may be prescribed by the Board of Directors from time to time or as prescribed by the Act, the Declaration, the Articles of Incorporation or these By-Laws;

6.3 Vice-President.

The Vice-President:

(a) shall, in the absence of the President or in the event of his/her inability to act for any reason, perform the duties of the President and when so acting shall have the powers and shall be subject to the restrictions of the President;

(b) shall have such other powers, duties and restrictions as may be prescribed by the Board of Directors from time to time;

6.4 Secretary.

The Secretary:

(a) shall keep the minutes of all meetings of the Board of Directors and of the Association;

(b) shall have charge of all the Association's books and records (other than financial records);

(c) shall maintain the membership roster and keep it current;

(d) shall have charge of delivering all notices on behalf of the Board of Directors and the Association;

(e) shall, in general, perform all duties incident to the office of Secretary;

(f) shall have such other powers and duties as may be prescribed by the Board of Directors from time to time or as prescribed by the Act, the

Declaration, the Articles of Incorporation or these By-Laws;

6.5 Treasurer.

The Treasurer:

(a) shall be responsible for the Association's funds and assets and for keeping complete and accurate accounts of all receipts and disbursements, financial records and books of account;

(b) shall oversee the deposits of all monies in the name and to the credit of the Association in depositories as may be designated by the Board of Directors;[xv]

(c) shall oversee the collection of all general and special assessments (dues) made by the Board of Directors from time to time;[xvi]

(d) shall have such other powers and duties as may be prescribed by the Board of Directors from time to time;

6.6 Compensation.

No Director or Officer of the Association shall receive any fee or other compensation for services rendered to the Association other than on a full time basis, except by specific resolution adopted at a meeting of the Association.

6.7 Non-Liability of Directors and Officers.

No person shall be liable to the Association for any loss or damage resulting from any act, omission or negligence as a Director or Officer of the Association, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE 7. OPERATION OF THE PROPERTY.[xvii]

7.1 The Association.

The Association, acting through the Board of Directors, shall be responsible for the administration and operation of the property, including the operation, management, maintenance, repair, replacement of common elements, all in accordance with the Act, the Declaration, the Articles of Incorporation and these By-Laws. The Association may contract and/or employ personnel for management and other services required.

7.2 Rules and Regulations.

(a) The Board of Directors may, from time to time, adopt, amend or repeal rules and regulations governing the operation, maintenance and use of the units, the common elements and the limited common elements by the unit owners, and their respective families, guests and invitees, including provisions for the imposition of fines or penalties for violations of any

such rules or regulations or of any other obligations under the Condominium documents.

(b) Such rules and regulations shall be designed to facilitate and encourage the peaceful and harmonious use and enjoyment of the respective units, common elements and limited common elements by the unit owners for the benefit of the majority of such unit owners and to further preserve the property value of the units and the common elements, all as the Board of Directors may determine in its discretion.

(c) All unit owners and their respective families, guests and invitees shall abide by all such rules and regulations adopted by the Board of Directors.

(d) A violation of any rule or regulation by a unit owner or their respective families, guests and invitees may be enforced in the same manner as any term or provision of the Declaration, or as may be otherwise designated by the Board of Directors on behalf of the Association, against the unit owner and their respective families, guests and invitees; furthermore, a unit owner shall be held responsible for the violation of any rule or regulation by their respective families, guests or invitees. The Board of Directors may enforce said rules and regulations together with the provisions of Section 7.3 below by seeking injunctive relief and/or recovery of fines and penalties together with damages, including costs and actual attorney fees.

7.3 Use of Property.

The use of the units, common elements and limited Common elements shall be subject to the following limitations:

(a) No nuisances shall be allowed nor shall any use or practice be allowed which is a source of annoyance.

(b) No unlawful use shall be made of the units, common elements and limited common elements or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.

(c) No landscaping shall be removed from a common element or limited common element without the prior approval of the Board of Directors.[xviii]

(d) Trash, garbage or other waste shall be kept in sanitary containers which shall be in garages except for pick-up.

(e) No trailer, tent, shack, garage, barn or other outbuilding, or living quarters of a temporary or permanent character, shall be permitted on

the common elements or limited common elements at any time.

(f) Owner parking shall be limited to two (2) vehicles per driveway. Occasional visitor parking of up to three (3) vehicles on a driveway is permitted for a period of seven (7) days. Visitor vehicles are defined as vehicles that belong to and are licensed to an owner's visitor. Occasional visitor parking in excess of seven (7) days, requires the approval of the Board of Directors.[xix] No licensed or unlicensed buses, trailers, campers, snowmobiles, boats or other vehicles (other than licensed private non-commercial passenger vehicles) shall be parked on the common elements or limited common elements overnight.[xx]

(g) A unit owner will not permit animals of any kind, other than a dog, cat, domesticated bird, freshwater, or tropical aquarium fish to be raised, bred, or kept in the owner's unit or in the residential or limited common elements appurtenant thereto. The aforementioned permissible animals may be kept as pets in any unit, up to a maximum of two (2) total pets. No pet shall be permitted which causes an unreasonable disturbance or safety concern. Pets will not be permitted on the common elements or limited common elements unless on a leash and within control of a person. The unit owner, as well as the animal owner, is responsible and liable for any damage to property or injury caused by a pet. Dogs older than five (5) months must be licensed and vaccinated against rabies. It is suggested that ID tags with owner's names/address should be displayed on pets at all times. Any pet excrement in common or limited common areas shall be removed immediately by the owner of the unit in which the pet resides or visits. These rules shall apply to all unit owners and their guests.

In all cases, dogs having a predominant bloodline of the following breeds are NOT permitted to be kept in any unit: Akita, Chow Chow, American Staffordshire Terrier, Pitbull Terrier, Staffordshire Bull Terrier, Bull Terrier, Neopolitan Mastiff, Spanish Mastiff, Dogue de Bordeaux, Dogo Argentino, Fila Brasileiro, Roman Fighting Dog, Chinese Fighting Dog, Bandog, Tosa Inu, Akbash Briard, Beauceron, Bull Mastiff, Estrela Mountain Dog, Komondor, Kuvasz, Maremma Mastiff, Pyrenean Mastiff, Pyrenean Mountain Dog, Tiberan Mastiff, Presa Canario, Rottweiler, Shar Pei, Wolf Hybrid and Doberman Pinscher.[xxi]

(h) No fences or swimming pools shall be permitted on the common elements

or limited common elements.

(i) Owner Occupancy: All units shall be owner occupied, subject to the following conditions:[xxii]

1. Only the unit's owner and non-paying guests or the owner's immediate family member may occupy the unit. Immediate family members are herein defined as parents, mothers or fathers in-law, spouse or a legally recognized domestic partner, siblings, grandparents, children, or grandchildren by blood, nieces or nephews, marriage, or adoption and shall include half and step relatives.
2. The owner may hire a live-in health care provider at their expense.
3. There shall be no commercial use or licensing of any parcel, property, or structure in the subdivision or Association, including but not limited to any commercial, industrial, governmental or residential leasing or renting of any kind (including but not limited to daily, weekly, monthly or any other period of time, for the purpose of providing lodging), or anything that can be construed as offering lodging for a non-owner, nor shall there be any bartering of any property in the subdivision or the Association.
4. [Removed][xxiii]
5. Any unit owned by a Trust, corporation, or limited liability company may maintain such ownership as long as the person occupying the unit has a majority 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.
6. Any violation of this section shall result in a fine to the writ owner of $100.00 per day and said unit owner shall be responsible for attorney fees and other costs incurred by the Association in connection with enforcing this section. In addition, the Association may enforce this section by application to a Court of competent jurisdiction to obtain injunctive relief, and the Association, if successful, shall be entitled to recover costs of the proceedings and attorney fees as may be determined

by the Court.

7. Any unpaid balances for fines will accrue interest in the amount of five (5) percent per annum.

7.4 Budget, Assessments and Annual Reports.

(a) The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

(b) In December of each year, the Board of Directors shall adopt a projected annual operating budget for the Association for the coming year, including amounts for reserves. Based on the projected annual operating budget, the Board of Directors shall levy general assessments (dues). On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the projected annual operating budget and a statement of dues for the coming year to each unit owner. Dues shall be payable to the Association in twelve (12) equal installments which shall be due monthly on or before the first day of each month. Such installments shall be mailed or delivered to such place as may be designated by the Board of Directors.[xxiv]

(c) In the event the Association incurs expenses not originally covered by the projected annual operating budget, then such sums as are necessary may be withdrawn from the contingency fund and/or collected by special assessment against all unit owners. The Board of Directors shall levy such special assessments. All special assessments shall be due and payable upon the date designated by the Board of Directors; furthermore, all special assessments shall be mailed or delivered to such place as may be designated by the Board of Directors. If a fund is used in whole or in part to cover such expenses, the Board of Directors may make a special assessment against all unit owners to replenish such fund.[xxv]

(d) If any unit owner is delinquent in the payment for the full amount of any dues or assessments by more than ten (10) days after the due date, a late charge of $50.00 shall be assessed against said unit owner. An additional $100.00 late charge shall be assessed against said unit owner for each additional month for which said dues or assessments remains unpaid in full. The Association may bring an action against a unit owner to recover any delinquent dues or assessments plus all late charges, plus all costs of collection including actual attorney's fees. A suit to recover a money judgment for unpaid dues or assessments shall be maintainable

without foreclosing or waiving any lien securing the same. No unit owner may waive or otherwise escape liability for any dues or assessments by moving or abandoning of his/her unit. Any payment received from a unit owner shall be applied first against the late charges associated with the oldest outstanding dues or assessments and next to the oldest outstanding dues or assessments; any remainder of said payment shall next be applied to the late charges associated with the next oldest outstanding dues or assessments and then to the next oldest outstanding dues or assessments. No endorsement or statement on or accompanying any payment shall be deemed an accord or satisfaction nor shall any such endorsement or statement supersede the order of application as set forth in the preceding sentence. Any extenuating circumstances that may explain the delay of the timely payment must be presented in person or by a representative to the Board of Directors at the earliest monthly meeting.[xxvi]

(e) The Board of Directors has adopted a Board rule assessing any unit owner who the Board determines to be in violation of any Association By-Law, Declaration Rule or Board-adopted rule a fine of $10.00 per day for the first thirty (30) days of any such continuing violation, and if in the Board's opinion with the advice of counsel of the Association By-Laws and Rules Committee, such unit owner violation continues, the Board will further assess a penalty against such unit owner increasing the daily fine by $20.00 during each subsequent thirty (30) day period thereafter. Said fines and penalties are to be enforced in the same manner by the Association as stated in subsection 7.2 (d) above.[xxvii]

7.5 Maintenance, Repairs and Improvements to Common Elements.

All maintenance, repair and replacement of common elements, including limited common elements, shall be carried out as provided in the Declaration. Notwithstanding the foregoing, the Association shall have the right to recover from a unit owner any damage caused to the common elements, including limited common elements, by said unit owner or their families, guests and/or invitees to the extent said damages are not covered by insurance; in the event a legal action is commenced to recover said damages, the Association shall also have the right to recover all costs of said action, including reasonable attorney's fees.[xxviii]

ARTICLE 8. MISCELLANEOUS.

8.1 Indemnity of Officers and Directors.

(a) All Officers and Directors of the Association, together with their

personal representatives, heirs, successors, and assigns, shall be indemnified by the Association against all loss, liability, damages, costs and expenses, including reasonable attorney's fees, incurred in connection with any claim, suit or proceeding in which that person is a party by reason of being such a Director or Officer, provided the Director or Officer acted in good faith and without willful or intentional misconduct. In the event of any settlement, indemnification shall be provided only for such matters covered by the settlement, as to which the Association is advised by counsel that the indemnitees acted in good faith and without willful or intentional misconduct as such Director or Officer with respect to a matter in issue.

(b) All rights of indemnification shall be in addition to all other rights such Officers or Directors may have as a matter of law.

(c) The Association may, upon resolution of the Board of Directors, similarly indemnify any present or former employee of the Association for any act or omission on his part as such employee with or without limitations as the Board of Directors may determine appropriate.

(d) All liability, costs and expenses incurred by the Association by reason of any indemnification of Officers, Directors, or employees as provided under this section or by reason of indemnification of any other person as may be required by law, shall be considered a common expense.

(e) The Association shall not be required to indemnify any unit owner (regardless of whether such person is or has been an Officer, Director or employee of the Association) for any liability, costs or expenses incurred as a unit owner under the Act, the Declaration, the Articles of Incorporation, these By-Laws or any rules or regulations.

8.2 Mailing Address.

The mailing address of the Association shall be Tamarack Village Condominium Homeowner' s Association, Inc. in care of the current Secretary's address.[xxix]

8.3 Severability.

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

8.4 Number and Gender.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

8.5 Captions.

The captions and section headings are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

8.6 Seal.

The Association shall have no corporate seal.

8.7 Amendments to By-Laws.

These By-Laws may be amended or repealed and new By-Laws adopted at any annual or special meeting of the Association noticed for that purpose by the affirmative vote of at least two-thirds (2/3) of all of the unit owners.