By-Laws of Oak Ridge Condominiums
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March 29, 2001
Revised May 11, 2001

By-Laws – Oak Ridge Condominium
Recorded at Kenosha County, Kenosha
Register of Deeds
May 25, 2001
Document No.: 1220517

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DOCUMENT NUMBER
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BY-LAWS
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 5/25/2001 at 10:52AM
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$30.00
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Recording Area
Name and Return Address
NEUMANN ENTERPRISES, INC
W330N6233 HASSLINGER
NASHOTAH, WI 53058

35-4-121-084-0300
35-4-121-084-0305 38 -
Parcel Identification Number (PIN)

Additional Reference Filings:
Declarations – Condominium
Recorded Kenosha County, Kenosha WI
May 25, 2001
Document No.: 1220509

Condominium Plat
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May 25, 2001
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March 29, 2001
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BY-LAWS OF
OAK RIDGE CONDOMINIUM

ARTICLE 1.
PLAN OF HOME OWNERSHIP

Section 1. **Condominium**. Certain real estate located in the Town of Bristol, Kenosha County, Wisconsin (the "Condominium"), known as Oak Ridge Condominium, has been placed into the Condominium form of ownership by its Owner, Neumann Enterprises, Inc. ("Declarant") under the Wisconsin Unit Ownership Act (the "Act") by the Condominium Declaration for Oak Ridge Condominium (the "Declaration") recorded in the office of the Register of Deeds of Kenosha County, Wisconsin on May 25, 2001 as Document #1220509.

Section 2. **Adoption of By-Laws**. These By-Laws are adopted as the By-Laws of Oak Ridge Condominium Association, Inc. (the "Association", a Wisconsin Corporation organized under the Wisconsin Non-Stock Corporation Law to serve as an Association of the Homeowners for which provision is required under the Act. The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy of the Homes, Common Areas and Limited Common Areas of the Condominium as described in the Declaration.

Section 3. **Office**. The office of the Association and its Board of Directors shall be located at W330 N6233 Hasslinger Drive, Nashotah, WI 53058.

ARTICLE 2.
MEMBERS VOTING AND MEETINGS

Section 1. **Class of Members**. The Association shall have one class of members, and the right and qualifications of members are as follows:

A. **Homeowners**. Members shall be all Homeowners and who shall have one vote for each Home owned. Every Homeowner upon closing of the purchase of the Home, shall become a member of the Association and shall remain a member until such time as the member's ownership of the Home ceases for any reason, at which time membership in the Association shall cease.

B. **One Membership Per Home**. One membership and one vote shall exist for each Home. If title to a Home is held by more than one person, the membership related to the Home shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Home is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership Lists.

C. **Membership List**. The Association shall maintain a current Membership List showing the membership pertaining to each Home and the person designated to cast the one vote pertaining to such Home. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Home.

D. **Transfer of Membership**. Each membership shall be appurtenant to the Home upon which it is based and shall be transferred automatically upon conveyance of the Home. Membership in the Association may not be transferred, except in connection with the transfer of a Home. Upon transfer of a Home, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of Home, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

Section 2. **Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of forty percent (40%) of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated in the proxy not to exceed one hundred and eighty (180) days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, whether in person or by proxy may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meetings at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 3. **Time, Place, Notice and Calling of Members' Meetings**. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his or her address as it appears on the books of the Association and shall be mailed or personally delivered not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the third Monday in December of each year for the purpose of electing directors, reviewing budgets and assessments, and 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 membership with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE 3.
BOARD OF DIRECTORS AND MEMBERS

Section 1. **Number of Directors**. The initial Board of Directors shall consist of three (3) persons appointed by the Declarant, who need not be members of the Association, to serve until this appointment is revoked by the Declarant. Directors appointed by Declarant shall be known as appointed Directors. Thereafter, the number of directors shall be determined by the Board of Directors.

Section 2. **Election of Directors**. At the time set forth below, a meeting of members shall be called and the members, other than Declarant, shall elect the number of Directors set forth below to the Board of Directors ("Elected Directors"). Each Elected Director shall replace an appointed Director to be designated by Declarant.

Upon conveying 25% of all Homes ----------	1 Director
Upon conveying 50% of all Homes ----------	1 Additional Director
After all Homes ----------	1 Additional Director

Section 3. **Qualifications of Elected Directors.** All Elected Directors shall be members of the Association and shall serve from the date of election until the next annual meeting or until their successors are duly elected and confirmed.

Section 4. **Powers and Duties of the Board of Directors.** The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercises in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

Section 5. **Vacancies on the Board.** Vacancies of appointed Directors shall be filled by Declarant. Vacancies of Elected Directors on the Board of Directors caused by any reason other than removal of an Elected 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 an Elected Director until a successor is elected the next annual meeting of the members.

Section 6. **Removal of Directors**. Appointed Directors shall be removable by the Declarant for any reason. At any regular or special meeting duly called, any one or more of the Elected 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.

Section 7. **Declarant's Rights**. Pursuant to the Declaration, Declarant shall have the right for a period of three (3) years from the date of the conveyance by Declarant of the first Home or until seventy-five percent (75%) of the Homes have been sold, whichever is sooner, to appoint and remove officers of the Association and/or to exercise the powers and

responsibilities assigned to the Association or its officers by Chapter 703 of the Wisconsin Statutes, all as provided in Chapter 703.15 of the Wisconsin Statutes.

Section 8. **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 annual meeting of the Board of Directors shall not be required.

Section 9. **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 of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

Section 10. **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 the 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.

Section 11. **Quorum of Directors – Adjournments**. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. 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 to a meeting at which a quorum is present and any business which might have been transacted at the meeting as originally called may be transacted.

Section 12. **Managing Agent and Manager**. The Board of Directors may employ for the Condominium a managing agent or manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 13. **Compensation**. No member of the Board of Directors shall receive any compensation from the Associating for acting as such.

Section 14. **Borrowing**. The Board of Directors may authorize the borrowing of money either on a secured or unsecured basis for Association purposes upon such terms and conditions as the Board directs.

Section 15. **Liability of Board of Directors**. The members of the Board of Directors shall not be liable to the Homeowners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Homeowners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the

Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Homeowner arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability under the contract as the Homeowner's interest in the Common Areas and Facilities bears to the interest of all the Homeowners in Common Areas and Facilities. Every agreement made by the Board of Directors or by the managing agent or by the manger on behalf of the Association shall provide that the members of the Board of Directors or the managing agent or the manger, as the case may be, are acting only as agents for the Homeowners and shall have no personal liability thereunder (except as Homeowners), and that such Homeowner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Areas and Facilities bears to the interest of all Homeowners in the Common Areas and Facilities. At the option of the board of Directors, officers' and directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 16. **Informal Action**. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with the respect to the subject matter. Such consent shall have the force and effect as a unanimous vote.

ARTICLE 4.
OFFICERS

Section 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 affirmative vote of a majority of the members of the Board of Directors, any 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 the purpose. Any two or more offices, except the offices of President and Secretary and President and Vice-President may be held by the same person.

Section 2. **President.** The President shall be a member of the Board of Directors and shall be the Chief Executive Officer of the Association. He shall president at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of a Wisconsin Corporation, including but not limited to, the power to appoint committee members from the Homeowners to committees established under these By-Laws.

Section 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 some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties and shall from time to time be imposed upon him by the Board or by the President.

Section 4. **Secretary**. The Secretary shall keep the minutes of all meetings of the Homeowners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary of a stock corporation organized under Wisconsin Business Corporation law. The Secretary shall also count all votes casts at meetings of the members.

Section 5. **Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all of the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation law. He shall also be responsible for collecting all common charges and assessment made by the Association.

Section 6. **Assistant Officers.** The Board shall have the power to elect or appoint Assistant Officers to perform in the absence or disability of their primary officer and shall perform the Officer's duties and any other duties assigned by the Board of Directors.

Section 7. **Agreements, Contracts, Deeds, Checks, Etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by any such person or persons as may be designated by the Board of Directors.

Section 8. **Compensation of Officers**. No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE 5.
OPERATION OF PROPERTY

Section 1. **Determination of Common Expenses and Common Charges**. The Board of Directors shall annually, and at least by the date of the annual meeting of the Association, prepare and adopt a budget for the Condominium, determine the amount of the common charges required to meet the common expenses of the Condominium, and allocate and assess

such common charges against the Homeowners on an equal per Home basis based on the Homeowner's interest in the Condominium as described in the Declaration. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 3 of this Article 5. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Condominium including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficiency in the common expenses for any prior year. The Board of Directors shall notify each Homeowners in writing of the amount of common charges payable by him or her and shall furnish copies of each budget and assessment. The budget and assessment shall be reviewed by the Homeowners at the annual meeting of the Association.

Section 2. **Repair and Maintenance by Association.**

A. **Association**. The Association shall be responsible for the maintenance, repair, upkeep, control and administration of all Common Areas in the Condominium including all improvements located on or in the Common Areas and shall maintain such areas in a clean, attractive and sanitary condition and in good order.

B. **Common Expenses.** The expense for the maintenance and repairs of all items in such paragraph A shall be a common expense.

C. **Limited Common Areas Access for Repairs and Maintenance**. The Association, its agents and employees, may enter Limited Common Areas at reasonable times and upon reasonable conditions when required to accomplish any maintenance, construction or repair for which the Association is responsible. Any damage caused by any entry shall be repaired by the Association and treated as a common expense.

Section 3. **Insurance**.

A. **Property Insurance.** The Board of Directors shall be required to obtain and maintain to all extent obtainable, property insurance containing all risk perils insuring all Common Areas, facilities and improvements in or on the Common Areas' such insurance shall name as insureds the Association and the Board of Directors in an amount equal to the full replacement value of the insurance property without deduction for depreciation. Each policy shall provide that the proceeds shall be payable to the Association.

B. **Liability Insurance**. The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine covering the Association, each member of the Board of Directors, and the managing agent. Such public liability coverage shall also cover cross-liability claim of one insurance against another. The

Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the Homeowners, such public liability insurance shall be in a single limit of at least One Million Dollars ($1,000,000) covering all claims for bodily injury, death or property damage arising out of one occurrence.

C. **Repair or Reconstruction**. In the event of partial or total destruction of an improvement and it is determined to repair or reconstruct such improvements, in accordance with Section 4, the proceeds of the insurance shall be applied to the cost thereof.

D. **Directors Liability Insurance.** The Board of Directors may, at its option, purchase such officers' and directors' liability insurance, workman's compensation insurance and other insurance as may be reasonable and appropriate for the protection of the Association and its members.

E. **Owners Insurance**. Each Homeowner shall be responsible for obtaining and maintaining fire and extended coverage insurance on their Home and all improvements on their Lot.

Section 4. **Destruction and Reconstruction of Homes**. In the event of a partial or total destruction of a Home, the Home shall be rebuilt and repaired as soon as it is practicable by the Homeowner. Such repair or replacement shall be substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction the Association, by unanimous vote of all of the Homeowners, agree that the Home shall not be rebuilt or repaired. On reconstruction, the design, plan and specifications of the Home may vary from the original only upon the prior written approval of the board of Directors, provided, however, that any reconstruction shall comply with all of the building restrictions, as contained in these By-Laws, and provided further, that the location of the Home shall be substantially the same as prior to the damage or destruction. All reconstruction shall comply with all building codes and other regulations or restrictions which are in effect at the time of reconstruction.

Section 5. **Condemnation**.

A. **Payment.** In the event of a taking in condemnation or by eminent domain (or of conveyance in lieu of such taking) of all or part of the Condominium, the award or consideration for such taking shall by payable to the Board of Directors.

B. **Vote to Rebuild**. Any parties Condominium taken shall be rebuilt or reconstructed unless the Association by unanimous vote of all Homeowners within

ninety (90) days of such taking (or conveyance in lieu thereof) shall determine not to repair or reconstruct.

C. **Proceeds**. If the Association, within ninety (90) days after such taking, makes a determination not to repair or reconstruct, the Condominium shall be deemed to be owned in common by the Homeowners in the same percentages as previously owned by each Homeowners in the Common Areas and be subject to an action for partition at the suit of any Homeowner, in which event the net proceeds of sale, together with the net proceeds of such award, shall be divided by the Board of Directors among all the Homeowners in proportion to their respective interest in common, after first paying out of the shares of each Homeowners, to the extent sufficient for the purpose, all liens on the undivided interest in the Condominium owned by each Homeowner. Awards paid to the Board of Directors on the amount of the taking of all or a part of an individual home shall be paid to the Homeowner in the event the Hoe is not rebuilt or reconstructed.

Section 6. **Payment of Common Charge**.

A. **Charges**. All Homeowners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times as the Board of Directors shall determine. A late charge of Twenty Dollars ($20) may be imposed by the Board of Directors against a Homeowner if any balance in the common charges remain unpaid by the tenth (10th) day of the month when due.

B. **Charges After Sale**. No Homeowner shall be liable for the payment of any part of the common charges assessed against his or her Home subsequent to a sale, transfer or other conveyance by him or her thereof, but shall remain personally liable for all charges assessed against such Home prior to the acquisition by him or her of such Home, except that if the Board of Directors or the manger furnishes a statement pursuant to the Wisconsin Unit Ownership Act, the liability shall be limited to the amount set forth in the statement.

C. **Charges Must Be Paid.** Each Homeowner shall be obligated to pay common charges hereunder notwithstanding the fact that he or she may have a pending dispute with the Association on any matter.

Section 7. **Collection of Assessments**. The Board of Directors shall assess common charges against the Homeowner from time to time and at least annually and shall take prompt action to collect form a Homeowner any common charge due which remains unpaid for more than thirty (30) days from the due date for its payment.

Section 8. **Default in Payment of Common Charges**. In the event of default by any Homeowner in paying to the Board of Directors the assessed common charges, the

Homeowner shall be obligated to pay interest at twelve percent (12%) per year on the unpaid common charges from the due date, together with all expenses including late payment fees and attorneys' fees incurred by the Board of Directors in any proceeding brought to collect the unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover the unpaid common charges, together with interest, and the expenses of the proceeds including attorneys' fees in an action brought against such Homeowners, or by the foreclosure of the lien on the Owner's Home granted by the Wisconsin Unit Ownership Act.

Section 9. **Foreclosure of Liens for Unpaid Common Charges**. In any action brought by the Board of Directors to foreclose a lien on a Home because of unpaid common charges, the Homeowner shall be required to pay a reasonable rental for the use of his Home and the Association in such foreclosure action shall be entitled to the appointment of a receiver to collect the rental. The Board of Directors, acting on behalf of all Homeowners, shall have power to purchase the Home at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes belonging to the Home or may convey its interest in the Home. A judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the payment.

Section 10. **Statement of Common Charges**. The Board of Directors shall promptly provide any Homeowner who makes a request in writing with a written statement of his or her unpaid common charges.

Section 11. **Abatement and Enjoining of Violations.** The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law, 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 to enter the Home or the Lot in which such violation or breach exists upon reasonable prior notice to the Homeowners and after having given the Homeowner an opportunity to meet with the Board of Directors, and to abate and remove, at the expense of the defaulting Homeowner, any structure, thing or condition that may exist in the Home or on the Lot contrary to the intent and meaning of the provisions of these By-Laws for any rules and regulations adopted by the Board of Directors. The Board of Directors shall not thereby be deemed guilty in any manner of trespass. The Board of Directors in its discretion may elect to enjoin, abate or remedy such thing or condition by appropriate legal proceedings. All expenses incurred by the Board of Directors (including any attorney's fees) in abating or removing such violation or breach shall be paid by the Homeowner and shall constitute a lien upon the Home which may be enforced as provided in Section 8.

Section 12. **Homeowners Maintenance and Repair.** All maintenance of and repairs to any Home shall be made by the Homeowner. Each Homeowner shall be responsible for all damages to his or her Home and to the Common and Limited Common Areas and facilities resulting from his or her misconduct, negligence or misuse. Each Homeowner shall be free to decorate, improve, and alter the interior of his or her Home in any manner her or she shall choose. Home Homeowner may make any structural changes to the exterior of his or her Home or redecorate the exterior of his or her Home without first obtaining written permission from

the Board of Directors. Any such change must comply with the building restrictions as stated in these By-Laws, including approval by the Architectural Control Committee.

ARTICLE 6.
RECORDS

The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Homeowners, and financial records and books of account of the Condominium. A written report summarizing all receipts and expenditures of the Condominium shall be given by the Board of Directors to all Homeowners at least quarterly. In addition, an annual report of the receipts and expenditures of the Condominium shall be given by the Board of Directors to all Homeowners and to all mortgagees of Homes who have requested it, within a reasonable time after the end of each fiscal year. Each Homeowner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more often than once a month.

ARTICLE 7.
GENERAL

Section 1. **Fiscal Year**. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

Section 2. **Seal**. There shall be no seal for the Association.

ARTICLE 8.
AMENDMENTS

Section 1. **By Members**. These By-Laws and the Articles of Incorporation may be altered, amended, repealed and new By-Laws or Articles may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of sixty seven percent (67%) of all Homeowners entitled to vote.

Section 2. **By Directors**. These By-Laws and the Articles of Incorporation may also be altered, amended or repealed and new By-Laws or Articles may be adopted by the Board of Directors by an affirmative vote of a majority of the Directors present any meeting at which a quorum is in attendance. No By-Laws or Article adopted by the members of the Association shall be amended or repealed by the Board of Directors if the By-Laws so adopted so provide.

Section 3. **Right of Declarant**. No amendment of these By-Laws or the Declaration shall alter or abrogate the rights of Declarant as contained in these By-Laws or in the Articles or in the Declaration.

Section 4. **Town of Bristol**. Notwithstanding any provision herein with the exception as spelled out in Section 4A of the Condominium Declaration these By-Laws may not be amended without the consent of the Town Board for the Town of Bristol upon recommendation of the Town Plan Commission.

ARTICLE 9
MISCELLANEOUS

Section 1. **Notices**. All notices to the Board of Directors shall be sent by registered or certified mail to the office of the Board of Directors or to such other address as the Board of Directors may designate from time to time. All notices to any Homeowner shall be sent by registered or certified mail to such address as may have been designated by him from time to time in writing to the Board of Directors. All mortgages of Homes shall be sent by register or certified mail to their respective addresses as designated by them from time to time in writing, to the Board of Directors. All 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.

Section 2. **Record of Ownership**. Every Homeowner shall promptly record the deed, lease, assignment or other conveyance to him of such Home or other evidence of the title thereto, and shall file such lease with and presented such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

Section 3. **Indemnity of Officers and Directors**.

A. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages 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 threated 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 relation 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 of indemnification shall be in addition to all rights to which offers, directors or employees may be entitled as a matter of law.

B. All liability, loss, damage, costs and expenses incurred, 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 in this Article shall be deemed to obligate the Association to indemnify any member or owner of a Condominium Home who is or has been an employee, director or officer of the Association with respect to any duties or obligations assume or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a Condominium Home.

Section 4. **Invalidity**. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 5. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 6. **Gender.** The use of the masculine gender in these By-Laws shall be deemed to include feminine gender and the use of singular shall be deemed to include the plural, whenever context so requires.

Section 7. **Waiver**. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 8. **Town of Bristol**. In the event the Homeowners Association should cease to exist or should fail to fulfill its obligations as stated herein or to pay the real estate taxes assessed against its properties within the Condominium Plat, the Town of Bristol shall cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Condominium Plat under the provisions of Section 66.60(16) of the Wisconsin Statutes. Similarly, any real estate taxes resulting from such an Association failure which remained unpaid, together with any penalties and interest thereon, may be collected by the Town of Bristol as a special assessment against all of the properties in the Condominium Plat which border the properties, or the Town may seek a mandatory injunction requiring the Homeowners Association to levy and collect assessments.

ARTICLE 10.
CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of such Act or of the Declaration, or the Articles of Incorporation of the Association, the provisions of such Act, the Declarations, or the Articles, as the case may be, shall control; and in case of any conflict between the provisions of the Act and the Declaration as related to the By-Laws or otherwise, the provisions of the Act shall control.