

**BY-LAWS OF  
VILLA DU COUR OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

**SECTION 1. NAME.** The name of this Association shall be VILLA DU COUR OWNERS ASSOCIATION, INC.

**SECTION 2. LOCATION.** The principal office of the Association shall be on the Condominium property in the City of Milwaukee, Milwaukee County, State of Wisconsin. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

**ARTICLE II**

**APPLICATION, MEMBERSHIP AND INITIAL CORPORATION**

**SECTION 1. APPLICATION.** These By-Laws, together with the Declaration of Condominium of Villa du Cour, the Wisconsin Unit Ownership Act, all amendments to the foregoing and all rules and regulations passed by the Association shall apply to, govern and control the Condominium property located at and near North 88th Street and West Lisbon Avenue, Milwaukee, Wisconsin and any and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit, hereunder called a "Unit", on the property, will signify the acceptance and ratification of these By-Laws.

**SECTION 2. MEMBERS.** The members of the Association shall consist of the Unit owners who have record title in their names.

**SECTION 3. INITIAL ORGANIZATION.** Notwithstanding any provision set forth in these By-Laws to the contrary, J. J. Development Co., a limited partnership, hereafter called "Developer", shall designate the initial Board of Directors consisting of five (5) 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 Developer, shall continue to serve until such time as the sale and purchase of all of the Units on the property have been consummated or such earlier time as specified by Developer in written notice to all the Unit owners, or on December 31, 1982, whichever is the earliest. At such time as the sale and purchase of all the Units have been consummated, or such earlier time as specified in the written notice from Developer to all the Unit owners, or after December 31, 1982, a special meeting of the owners shall be called, at which time the Directors appointed by the Developer shall tender their resignations and a new Board of Directors composed of five (5) persons shall be elected in accordance with the provisions of Article V of these By-Laws.

**ARTICLE III**

**VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

**SECTION 1. VOTING.** Each owner of each Unit shall have one (1) vote. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item voted upon. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting.

**SECTION 2. MAJORITY OF OWNERS.** As used in these By-Laws, the term "majority of owners" shall mean those owners holding more than one-half (1/2) of the votes.

**SECTION 3. QUORUM.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

**SECTION 4. PROXIES.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

**ARTICLE IV**

**MEETINGS**

**SECTION 1. PLACE OF MEETINGS.** Meetings of the Association shall be held at its principal office or such other suitable place convenient to the owners as may be designated by the Board of Directors.

**SECTION 2. ANNUAL MEETINGS.** The annual meetings of the Association shall be held on the first Tuesday of November of each year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. At such meeting there shall also be elected a representative from each building within the condominium. The representative for each building shall be elected by the ballots of the owners of such of the condominium units as are situated within the particular building. The owners may also transact such other business of the Association as may properly come before them.

**SECTION 3. SPECIAL MEETINGS.** It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

**SECTION 4. NOTICE OF MEETINGS.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

SECTION 5. ADJOURNED MEETINGS. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 6. ORDER OF BUSINESS. The order of business at all meetings of the owners of units 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. Report of committees.
- f. Election of inspectors of election (when applicable).
- g. Election of directors (when applicable).
- h. Unfinished business.
- i. New business.

SECTION 7. ROBERTS RULES. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Robert Rules of Order.

## ARTICLE V

### BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons.

SECTION 2. ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 3. POWERS AND DUTIES. The Board of Directors shall have the powers and duties as are necessary for the administration of the Condominium property and among other duties, carry out the following:

- (1) Make rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Condominium property;
- (2) Make and collect assessments from the Members in accordance with the provisions of the Declaration of Condominium, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the common areas and facilities of the Condominium property or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;
- (3) Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property;
- (4) Satisfy all liens against the Condominium property, and pay necessary expenses connected therewith;
- (5) Employ a managing agent to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section;
- (6) Perform such other functions as required by law.

SECTION 4. FEES. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the Members.

SECTION 5. VACANCIES. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

SECTION 6. REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors elected by the owners may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

SECTION 7. ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

SECTION 8. REGULAR MEETING. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

SECTION 9. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

SECTION 10. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all 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. BOARD OF DIRECTORS' QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

SECTION 13. BUILDING REPRESENTATIVE. Each Building Representative shall be given notice as provided herein for directors for each regular or special meeting of the Board of Directors and shall be permitted to attend such meetings and to make statements thereat, but not to vote.

## ARTICLE VI

### OFFICERS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

SECTION 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION 3. REMOVAL OF OFFICERS. 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 elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. 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 to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; 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 Secretary.

SECTION 7. TREASURER. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VII

### BUDGET, ASSESSMENTS AND DEPOSITORIES

SECTION 1. BUDGET. The Directors shall from time to time but at least once each year adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance, and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities and parking areas; the cost of insurance of all types; management, maintenance, and security personnel; administration costs; and any other expense item inuring to the benefit of all unit owners. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures, or other operations not included in the above which shall be included in the budget.

SECTION 2. ASSESSMENT. The estimate of the charges to be paid during each year by each Unit owner for the share of the common expenses in accordance with the provisions of the Declaration of Condominium shall be assessed against each unit and paid at such time as provided in resolutions by the Board, with the first assessment payment being made, on a pro-rated basis where proper, upon receipt by the owner of his deed to his Condominium unit. Initially, this assessment shall be \$38.00 for the elevator building and \$28.00 for the atrium building per month. If such assessment proves inadequate, or excessive, the Board at any time may levy a further or different assessment to be payable in such reasonable manner as the Board directs. Assessments not paid on or before ten (10) days when due shall bear interest at the rate of ten percent (10%) per annum from the due date. No owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Directors shall take appropriate measures as may be allowable by the law.

SECTION 3. DEPOSITORIES. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the officers who shall be from time to time be designated by the Board of Directors for that purpose. The Board of Directors may elect to require that all payment of charges imposed by the Board of Directors against Unit Owners be paid by such owners directly to a designated depository. The Board of Directors may elect to direct that checks of less than \$100.00 for payment of the obligations of the Association bear only one signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

## ARTICLE VIII

### OBLIGATIONS OF THE OWNERS

#### SECTION 1. MAINTENANCE AND REPAIR.

(a) Every owner must perform promptly all maintenance and repair work within his own Unit and within the basement storage locker and inside garage and of the water heater and facilities appurtenant to his Unit, and is expressly responsible for the damages and liabilities that his failure to do so may produce.

(b) Patios and balconies appurtenant to a Unit shall be kept in a clean and neat condition and clear of snow, ice and water by the owner of the Unit and he shall be responsible for all repairs thereto caused by his negligence or misuse.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any general or unit common area and facility in any manner damaged by him or any occupant, guest or other invitee of his Unit.

SECTION 2. INTERNAL CHANGES. An owner shall not make an alteration of a structural nature within his Unit without previously notifying the Association in writing, through the management agent, if any, or through the President if no management agent is employed and specifying in such notice the alteration proposed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean there is no objection to the proposed alteration.

SECTION 3. USE OF GENERAL OR UNIT COMMON AREAS AND FACILITIES. No owner shall place or cause to be placed any objects of any kind in the common areas.

#### SECTION 4. RIGHT OF ENTRY.

(a) Each owner grants the right of entry to his Unit to the management agent or to any other person authorized by the Board of Directors or the Association in case of emergency whether the owner is present at the time or not.

(b) Each owner shall permit the management agent or any other person authorized by the Board of Directors or other owners, or their representatives; when so required, to enter his Unit for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

#### SECTION 5. PROHIBITIONS

(a) No resident shall post any advertisements or posters of any kind in or on the Condominium property.

(b) Residents shall exercise care about making noises and in the use of musical instruments, radios

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other residents. Domestic animals may be kept only in designated units as provided in Declaration and then only in accordance with the Municipal Sanitary Regulations and such other rules and regulations as may be adopted by the Board of Directors.

(c) It is prohibited to hang garments, rugs, etc., from the windows or balconies or patios, or in any areas outside the Units.

(d) It is prohibited to dust rugs, etc., from the windows or balconies or patios, or in any areas outside the Units.

(e) It is prohibited to throw garbage or trash outside the disposal receptacles.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines, etc., on the exterior of the property or that protrude through the walls or the roof of any building, except that air conditioners may be installed in the sleeves provided for this purpose.

## ARTICLE X

### AMENDMENTS

SECTION 1. BY-LAWS. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners of at least two-thirds of the total units.

## ARTICLE XI

### MORTGAGES

SECTION 1. NOTICE TO ASSOCIATION. An owner who mortgages his unit(s), shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

SECTION 2. NOTICE OF UNPAID ASSESSMENTS. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

## ARTICLE XII

### 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 said statute, or the Declaration of Condominium of Villa du Cour Owners Association, it is hereby agreed and accepted that the provisions of the statute or of the Declaration, as the case may be, will control.