

AMENDED AND RESTATED BY-LAWS
SYLVAN MEADOWS
CONDOMINIUM OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I GENERAL PROVISIONS	1
Section 1.01 - Incorporated Association.....	1
Section 1.02 -Mailing Address	1
Section 1.03 - Fiscal Year.....	1
Section 1.04 - Conflicts	1
Section 1.05 - Corporate Law	1
ARTICLE II ASSOCIATION MEMBERSHIP	1
Section 2.01 - Roster of Unit Owners.....	1
Section 2.02 - Representation of Multiple Owners and of Entities	1
ARTICLE III ASSOCIATION MEETINGS	2
Section 3.01 - Annual Meetings	2
Section 3.02 - Special Meetings	2
Section 3.03 - Place of Meetings	2
Section 3.04 - Notice of Meetings	2
Section 3.05 - Quorum.....	2
Section 3.06 - Suspension of Voting Rights	2
Section 3.07 - Proxies	2
Section 3.08 - Controlling Vote.....	2
Section 3.09 - Action Without a Meeting by Written Ballot.....	3
ARTICLE IV BOARD OF DIRECTORS	3
Section 4.01 - Number.....	3
Section 4.02 - Term of Office.....	3
Section 4.03 - Removal.....	3
Section 4.04 - Compensation.....	3
Section 4.05 - Nomination.....	3
Section 4.06 - Election.....	3
Section 4.07 - Limitations.....	4
ARTICLE V MEETING OF DIRECTORS.....	4
Section 5.01 - Regular Meetings.....	4
Section 5.02 - Special Meetings	4
Section 5.03 - Quorum.....	4
Section 5.04 - Action Taken Without A Meeting.....	4
Section 5.05 - Waiver of Notice of Meeting.....	4

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS	4
Section 6.01 - General	4
Section 6.02 - Specified	4
Section 6.03 - Acquiring and Conveying Property	6
Section 6.04 - Borrowing Money	6
ARTICLE VII OFFICERS AND THEIR DUTIES.....	6
Section 7.01 - Enumeration of Officers	6
Section 7.02 – Election of Officers.....	7
Section 7.03 - Term	7
Section 7.04 - Special Appointments.....	7
Section 7.05 - Resignation and Removal.....	7
Section 7.06 - Vacancies.....	7
Section 7.07 - Multiple Offices.....	7
Section 7.08 - Duties.....	7
ARTICLE VIII COMMITTEES.....	8
Section 8.01 - General Committees	8
Section 8.02 - Nominating	8
ARTICLE IX COMMON EXPENSES.....	8
Section 9.01 - Illustrative List.....	8
Section 9.02 - Typical Expenses.....	8
ARTICLE X AMENDMENTS	9
Section 10.01 - Vote Required.....	9

AMENDED AND RESTATED BY-LAWS
SYLVAN MEADOWS
CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL PROVISIONS

Section 1.01 - Incorporated Association. The affairs of this condominium shall be governed by an incorporated association of its unit owners known as "Sylvan Meadows Condominium Owners Association, Inc." incorporated on August 19, 1993.

Section 1.02 -Mailing Address. The Association's mailing address shall be P.O. Box 1066 West Bend, WI 53095.

Section 1.03 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 1.04 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.05 - Corporate Law. The provisions of Wisconsin corporate law shall govern the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

ARTICLE II
ASSOCIATION MEMBERSHIP

Section 2.01 - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses (both mailing and email addresses) of every unit owner to whom notice of meetings of the Association shall be sent. The roster may also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.02 hereof.

Section 2.02 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

ARTICLE III ASSOCIATION MEETINGS

Section 3.01 - Annual Meetings. The annual meeting shall be held each year at a date and time set by the Board of Directors.

Section 3.02 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3.03 - Place of Meetings. All meetings shall be held at the condominium, at such other place in Washington County, Wisconsin, as the Board of Directors may designate, or may be held virtually, by a video or digital conference.

Section 3.04 - Notice of Meetings. No regular or special meeting of the Association may be held except on at least ten (10) days' written notice personally or electronically delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place (whether physical or virtual), day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.05 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast twenty-five percent (25%) of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, the Declaration, or these By-Laws. Presence at a meeting may be either in person, electronically (remotely, via electronic means), or by proxy. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.06 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address, and email address, if any, for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.07 - Proxies. At all Association meetings owners may vote in person, electronically (remotely via electronic means) or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Proxies may be filed with the Secretary via email or other electronic means. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.08 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

Section 3.09 - Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 3.04 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary via email. Once received by the Secretary of the Association, a written ballot may not be revoked.

ARTICLE IV BOARD OF DIRECTORS

Section 4.01 - Number. The affairs of this Association shall be managed by a Board of three (3) Directors.

Section 4.02 - Term of Office. The Directors shall take office upon election and shall be elected for three (3) year terms. The Directors' terms shall be staggered such that at least one (1) Director is elected each year.

Section 4.03 - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (2/3) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.04 - Compensation. Directors may receive compensation for services rendered to the Association, by a resolution approved by a majority of the Unit owners. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties without an owner vote approving the same.

Section 4.05 - Nomination. Nominations for Directors shall be made by a Nominating Committee of three (3) voting members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.06 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.07 - Limitations. Not more than one (1) Director may be a non-unit owner.

ARTICLE V MEETING OF DIRECTORS

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly either with or without notice, at such place (whether physical or virtual) and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days' notice to each Director.

Section 5.03 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Presence at a Board meeting may be in person, or by telephone or video conference.

Section 5.04 - Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Written approval may be provided by email or other electronic means. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given before or after any meeting, can be given via email or other electronic means, and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act, the Articles of Incorporation, or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02 - Specified. The Board of Directors shall have the specific power and duty to:

- (1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners

representing twenty percent (20%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.

- (2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.
- (3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.
- (4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.
- (5) Prepare on or before November 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.
- (6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.
- (7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.
- (8) Sue to recover a money judgment for unpaid assessments and charges, together with any late fees, interest, and costs of collection, including the actual attorneys' fees incurred by the Association and/or foreclose the lien against any unit for which such assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.
- (9) Secure and maintain adequate policies of insurance as required by the Declaration.

- (10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.
- (11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.
- (12) Levy special assessments as authorized by the Declaration, provided that:
 - (a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and
 - (b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.
- (13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.
- (14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.
- (15) Suspend the voting rights of any unit owner who is in default in the payment of any assessment levied by the Association and has a lien filed against his unit for those unpaid assessments.

Section 6.03 - Acquiring and Conveying Property. The Board of Directors may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required purchase or mortgage payments. Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 6.04 - Borrowing Money. The Board of Directors shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.01 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02 – Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.04 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08 - Duties. The duties of the officers are as follows:

- (1) President. The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all promissory notes.
- (2) Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.
- (3) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.
- (4) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; keep

proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

ARTICLE VIII COMMITTEES

Section 8.01 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.02 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.05 of these By-Laws.

ARTICLE IX COMMON EXPENSES

Section 9.01 - Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.02 - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

- (1) maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees.
- (2) snow removal from all of the sidewalks and parking areas and private drives of the condominium.
- (3) providing garbage, rubbish and trash collection.
- (4) providing water, sewer, electrical, gas and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.
- (5) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.
- (6) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.

- (7) providing such legal and accounting services as may be considered necessary to the operation of the condominium.
- (8) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.
- (9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.
- (10) any amount necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE X AMENDMENTS

Section 10.01 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

These Amended and Restated Bylaws were adopted by an affirmative vote of at least 67% of the unit owners' votes on November 4, 2021.

2022
Prop. Bud.

Income Accounts	
Condo Fees	149,040
Less Condo Fee Loss	0
Interest Income	0
Savings A/C transfers	
Misc Income	1,350
Total Income	150,390
Operating Expenses	
Accountant's Fees	850
Attorney Fees	1,500
Banking Charges	600
Building - Common Area Repairs	8,000
Concrete Repairs	10,000
Alarm System Testing	2,000
Dryer Vent Cleaning	2,000
Electric	2,400
Federal Taxes	600
Insurance/Buildings and Grounds	19,000
Insurance/Workmens Comp	1,400
Lawn Maintenance	37,600
Landscape Improvments	8,000
Mileage	250
Office Supplies	500
Plumbing Repairs	5,000
Snow Removal	26,840
Salting	8,000
Stamps/PO Box Rental	700
Tax for Lawn Service	2,000
Wages	9,600
Water Bills	460
Misc. Expenses	3,090
Total Operating Expenses	150,390

Expense Budget	Reserve Budget	Combine Budget
----------------	----------------	----------------

\$135	\$40	\$175
12	12	12

\$1,620	\$480	\$2,100
92	92	92
\$149,040	\$44,160	\$193,200
1,350	misc incom	
150,390		

Monthly To

Reserve Account	\$44,160	12	\$3,680
	\$3,680		

Lawn Care	Snow Removal	
\$64,418	\$64,418	
12	12	
5368.17	\$5,368.15	
7	5	
\$37,577.17	\$26,840.77	64,417.94

SYLVAN MEADOWS CONDOMINIUM
OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

Updated June 2014

This document replaces pages 6-1 to 6-4
in Disclosure Materials Book

WHD/10072805.1

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	4
II. MANAGEMENT	4
III. CONDOMINIUM DOCUMENTS	4
IV. RULES AND REGULATIONS	4
A. PARKING	
1. Outdoor	4
2. General	5
B. ANIMALS/PETS	5
C. NOISE LEVELS	6
D. KEYS & BUILDING SECURITY	6
E. RESIDENTS	6
F. COMMON AND LIMITED COMMON ELEMENTS	
1. Common Elements	7
2. Limited Common Elements	7
G. SNOW REMOVAL	7
H. GARBAGE	8
I. MAINTENANCE, REPAIRS AND REPLACEMENT	8
J. ALTERATIONS, ADDITIONS, IMPROVEMENTS	8
K. SIGNS	8
L. WINDOW DRESSINGS	9
M. OFFICIAL NOTIFICATION PROCEDURES	9

N.	LANDSCAPING	9
O.	OCCUPANCY	9
P.	INSURANCE	10
Q.	LIABILITY	11
R.	RULES RELATING TO CONTRACTORS	11
S.	UNIT TRANSFER FEE	13
V.	INFORMATIONAL MATTERS	13
A.	ASSESSMENTS	13
VI.	ENFORCEMENT, VIOLATION, PROCEDURE AND ATTORNEY FEES	14
A.	VIOLATIONS REPORTED BY UNIT OWNER	14
B.	VIOLATIONS REPORTED TO BOARD OF DIRECTORS	14
C.	BOARD OF DIRECTORS TO RESOLVE MATTERS	14
D.	PENALTIES	14
E.	REMEDIES NON-EXCLUSIVE	14

I. INTRODUCTION

The Board of Directors ("Board") would like to welcome you to SYLVAN MEADOWS CONDOMINIUM OWNERS ASSOCIATION, INC. ("Sylvan Meadows" or "Association"). We are pleased that you have chosen to reside at SYLVAN MEADOWS CONDOMINIUMS and hope that you will enjoy your home.

Condominium living is very different than living in a private residence and changes may require adjustment(s) for some individuals. Rules governing the day-to-day use of the property have been adopted by the board as detailed in this booklet. All residents are subject to all provisions of the Condominium Declaration, Bylaws, and these Rules. At times these documents or actions taken by the Board might not be in direct accord with actions that an owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners at Sylvan Meadows pay a monthly assessment to cover the expenses of major functions that are performed for the benefit of all Owners. The fee includes such things as lawn care, snow removal, and exterior building maintenance. Whenever work is done by volunteers, the Association saves money. The overall responsibility of the property belongs with the Owners. Sylvan Meadows thrives on the help of volunteers. All Owners should be aware of their responsibility to volunteer some of their time and talent to the Association.

If you have questions or concerns, or want to volunteer to help in some way, please contact the Board.

II. MANAGEMENT

See your Disclosure Materials book for current contact information for the Board.

III. CONDOMINIUM DOCUMENTS

Each Owner should receive a copy of the Condominium Disclosure materials from the previous Owner. There is a \$35 charge for replacement documents.

IV. RULES AND REGULATIONS

A. PARKING — INDOOR, OUTDOOR AND GENERAL

A.1 OUTDOOR

- a. Outdoor parking by Owners or guests is permitted only in outlined parking spaces.
- b. No vehicle may remain parked continuously in the outdoor parking area for more than two weeks.

A.2 GENERAL

- a. Cooking or sleeping in vehicles on the grounds of the Association is prohibited.
- b. Motorcycle parking is permitted in a regular parking space. A protective plate must be placed under the motorcycle rest stand at all times.
- c. Boats, trailers, or recreational vehicles may not be parked in outside parking spaces.
- d. Unsightly and inoperable vehicles, including automobiles, vans, trucks, and recreational vehicles, are not permitted on the property.
- e. Limited vehicle maintenance, including, but not limited to, changing oil, oil filter, air cleaner, and spark plugs is permitted in Owners garage only. Any materials or liquids accepted at the West Bend recycling location, including used oil, must be taken to the West Bend recycling location.
- f. TOWING POLICY:

If any Owner or guest violates any parking rule, the Board may at any time and without further notice, make arrangements to tow, or transport the vehicle to a storage facility. In such event, the towing charges and storage expense incurred by the Association shall constitute an assessment or charge against any Unit owned by the offending Owner, even if that vehicle belonged to a guest of an Owner, subject to the notice requirements of section 703.24 Wisconsin statute.

B. ANIMALS/PETS

- B.1 No animals, livestock, poultry or exotic animals of any kind shall be raised, bred, or kept in any buildings except for fish in an aquarium and caged birds (no more than 2) no larger than a parakeet which must be kept in the unit at all times.
- B.2 Any non-conforming pet, (dog, cat, etc.) that was properly registered with the Association on or prior to October 1, 2011 may remain on the premises until it dies, is removed from the premises, or it's Owner moves. This pet shall not be replaced. In addition, any Owner who has a nonconforming pet shall pay a \$10.00 per month per pet fee, which without exception, shall be paid with the regular monthly Association fee.
- B.3 Pet waste shall be promptly removed and disposed of in a sanitary manner by the Owner of the unit where the pet is staying.

- B.4 No pet may be left unattended overnight or for more than 10 hours at a time.
 - B.5 Pets may be outside the unit only if on a leash and accompanied by the Owner or guest, or within a portable kennel.
 - B.6 Owners that will have any guest animals at their unit must notify the Board of the presence of such animal(s) on the property.
 - B.7 Any pet whose existence violates these rules, except for B.2 relating to non-conforming pets shall result in the Owner being fined the sum of \$50.00 per day. Additionally, the Board has the authority to remove, without legal proceedings, any pet not in compliance with these rules.
- C. NOISE LEVELS
- C.1 All owners have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior or harassment from neighboring units for common elements, especially at night (after 10:00 P.M.) and weekend mornings (before 9:00 A.M.).
 - C.2 Noise levels above normal tones, as to be disturbing, shall not be permitted on the property or within a unit. The time and day of the week will be taken into consideration.
 - C.3 Radios, televisions and other speaker systems used either indoors or outdoors should be kept at a level that will not disturb neighbors.
 - C.4 Wind chimes or similar exterior noise making devices must not disturb neighbors. If another Owner complains about the wind chime or noise making device, it must be removed immediately.
- D. KEYS AND BUILDING SECURITY
- D.1 It is not the obligation of the Association or the Board to provide service to Owners who are locked out of their residence.
 - D.2 The garage doors should not be left open during the heating season. This is so that the upper units heating the "den" room are not adversely affected.
- E. RESIDENTS
- E.1 Owners are responsible and liable for the conduct of all persons living with them and their guests.
 - E.2 The use of big wheels, skateboards, and roller skates shall not be allowed anywhere on the property during the hours from 8:00 P.M. to 8:00 A.M.

E.3 Rowdy behavior will not be tolerated in any area of the complex.

F. COMMON AND LIMITED COMMON ELEMENTS

F.1 COMMON ELEMENTS — The common element consist of all property owned in common, as defined in the Declaration of SYLVAN MEADOWS CONDOMINIUMS DISCLOSURE MATERIALS.

- a. There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior written consent of the Board.
- b. Common element decorations shall be limited to live plants and flowers.
- c. Bird baths and bird feeders must not interfere with lawn maintenance or be placed on second-story balconies.
- d. No unplanted containers are permitted in or on the common element.

F.2 LIMITED COMMON ELEMENTS

- a. Every Owner must maintain the limited common elements appurtenant to his unit in clean and proper condition, including, but not limited to, the maintenance and replacement of carpeting installed on balconies and patios. No objects or structures, other than movable patio furniture or decorative pieces, shall be placed there without the prior written consent of the Board. Every Owner shall have the right to decorate the limited common element appurtenant to his unit in a non-structural manner.
- b. Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited without the prior written consent of the Board.
- c. Appropriate seasonal decorations may be placed on unit entry doors.
- d. Owners are not permitted to place laundry poles or lines of any type, whether permanent or temporary, outside of the exterior walls of the building. In addition, porches and decks shall not be used for drying laundry.

G. SNOW REMOVAL

All Owners shall cooperate with snow removal procedures on the property, e.g., vehicles will be moved to accommodate snowplows upon request or as otherwise directed.

H. GARBAGE

- H.1 Trash collectors will remove large items that will fit in the truck. Owners must make arrangements for disposal of large items that the trash collectors do not take.
- H.2 No hazardous-waste shall not be placed in the garbage or recycling containers. Hazardous waste must be taken to a hazardous waste drop off site. Contact the City of West Bend for the nearest location.
- H.3 Garbage must not be stored or left on patios or on front door steps.
- H.4 Garbage must not be left alongside the dumpsters.

I. MAINTENANCE, REPAIRS AND REPLACEMENTS

- I.1 Interior maintenance: Each Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own unit. This includes exterior doors, windows, and garage doors. Any replacement of those materials must have prior written approval from the Board.
- I.2 Utilities: It is the responsibility of Owners to maintain electric service in the unit. Owners are responsible for any damage to contents or loss caused by failure to maintain utility service, including damage to the common or limited common elements.
- I.3 The Owner of any Unit containing a fireplace shall have the unit cleaned every two years. A copy of the paid bill shall be provided to the board.

J. ALTERATIONS, ADDITIONS, IMPROVEMENTS

- J.1 No alteration of any common elements, or any additions or improvements thereto, shall be made by any Owner without the written consent of the Board. Owners wishing to make exterior changes shall contact the Board.
- J.2 The following is a partial List of items requiring approval of the Board prior to installation:

Fireplaces	Window replacements
Front storm door	Air-conditioners
Patio door/Storm door	Pellet/Wood stoves

K. SIGNS

No Owner shall display, hang, store or use any sign or flag outside his unit or which may be visible from the outside of his unit, except as expressly permitted by law under Sec. 703.105 Wisconsin Statute. This includes the use of "For Sale" signs. Up to two (2) "Open for Inspection" signs may be displayed temporarily during in open house. The U. S. Flag may be flown at all times.

L. WINDOW DRESSINGS

L.1 No Owner shall display, hang, store or use any sheets, blankets, laundry or other articles outside his unit, or which may be visible from outside his unit (other than draperies, curtains or shades of a customary nature and appearance subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his unit, or install outside his unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board.

L.2 Holiday decorations are permitted before or after the recognized holiday or season.

M. OFFICIAL NOTIFICATION PROCEDURES

A letter via U.S. Mail from the Board is the approved and proper vehicle for communication of notifications.

N. LANDSCAPING

Planting of annuals and/or perennial flowers is permitted in planters above ground only.

O. OCCUPANCY

O.1 Effective on and after January 1, 2014, the maximum occupancy of any unit shall be as follows:

2 Bedrooms	4 Individuals
3 Bedrooms	6 Individuals

These limitations were adopted using the Federal HUD and Wisconsin State guidelines.

O.2 Home occupations: Permitted home occupations in all Owner units, adopted in compliance with City of West Bend ordinance pertaining to Home Occupations, shall be any business or occupation carried on by a person residing within the dwelling in connection with which:

a. The occupation is incidental and secondary to the use of the dwelling for dwelling purposes, and does not occupy more than one fourth of the floor area of a unit or storage area.

b. No signs, display or activity is permitted that will indicate from the exterior that the building is being used, in part, for any purpose other than that of a dwelling.

c. There are no commodities sold, or services rendered that require receipt for delivery of merchandise, goods or equipment by other than a passenger motor vehicle or by U.S. letter carrier mail service.

- d. There is no person other than an additional resident of that unit employed or otherwise engaged in the home occupation.
- e. All activity, including storage, is conducted completely within a dwelling unit or storage area.
- f. No special structural alterations, construction features, or installation of special equipment is permitted to the dwelling or storage area.
- g. There is no perceptible noise, odor, electrical interference or vibration emanating from the structure between the hours between 10:00 P.M. and 7:00 A.M.
- h. There is no more than one customer or client on the premises at the same time.

- O.3 All required smoke detectors are the responsibility of the Owner and shall comply with the provision of NFPA No. 72E-1982, Standard on Automatic Fire Detectors or NFPA No. 74-1980, Household Fire Warning Equipment in accordance with City of West Bend Ordinance DILHR 51.245 Smoke Detectors.

At least one detector shall be provided at the head of every open stair. Battery or AC powered smoke detectors may be installed and do not have to be interconnected with each other or with the manual fire alarm. Each Owner is responsible for maintaining the smoke detectors in good working order.

- O.4 In accordance with the City of West Bend fire prevention rules, charcoal and gas grilling is prohibited on all balconies and patios underneath balconies.
 - a. In accordance with the City of West Bend fire prevention rules, all charcoal and gas grilling shall be done no closer than 10 feet to any unit.
- O.5 No owner shall keep in any unit any combustible substance except for normal household use as designated by manufacturer.
- O.6 Some buildings are equipped with fire alarm pull stations. These are local (your building only) alarms and do not summon the fire department or officially report the fire to authorities. Familiarize yourself with these locations for the safety of the other occupants of your building.

P. INSURANCE

- P.1 All claims are to be reported immediately to a designated Board member, followed by a written notice to the Board.
- P.2 No Owner is to file a claim directly with the Association's Insurance Company.

- P.3 Owners should report any claim involving their personal property and home to their own insurance agent.

All claims are treated with the same investigative practice and on the same forms.

All liability claims are to be reported.

- P.4 Decisions on reporting property claims are to be made by the Board, in conjunction with the Condominium Association's insurance agent or consultant.

All Owners shall cooperate with the Association's insurance carriers and their claims representatives at all times.

Q. LIABILITY

Owners are responsible for the actions of their residents and guest.

R. RULES RELATING TO CONTRACTORS

- R.1 Owners shall furnish any contractor performing work on the condominium premises on the Owners behalf with a copy of the Rules, along with the name, address and phone number of the Board President.

- R.2 Owners shall be responsible for any violations of the Rules by any contractor performing work on the premises on their behalf.

- R.3 Work should be completed in ways not to inversely affect other unit Owners and according to the Rules.

- R.4 Demolition and build-outs may only be done during normal business hours (Monday thru Friday 7:00 A.M. to 5:00 P.M.; Saturday 7:00 A.M. to 3:00 P.M.). Any core, hammer drilling or high noise operation is only allowed between 8:30 A.M. to 5:00 P.M. Monday thru Friday. Work during any other hours must be pre-approved in writing by the Board.

- R.5 System tie-ins:

- a. For a work requiring building tie-ins, plumbing piping, smoke detection, electrical, cable, phone, etc., the contractor shall notify the Board in writing 15 days prior to any tie-in work.
- b. Before the tie-in work is started the contractor shall receive written approval from the Board. The written tie-in request shall describe the work to be done, and the time it will take to complete the tie-in. The tie-in request shall also include the performing contractor's name and phone contact number(s).

- c. The Board may wave the 15 day written notification if emergency work is needed.

R.6 Flooring:

- a. Seven (7) days advance notice of the date and time of any drilling into the concrete shall be provided to the Board.
- b. A sound deadening underlayment shall be installed per manufacturer's specifications beneath tile, wood and hard surface floors.

R.7 All unit keys shall be obtained from the individual Owner or person(s) designated by the Owner.

R.8 Contractor vehicles shall not block the driveways.

R.9 Tools or materials shall not be placed or stored on any common element or limited common element, except for very short durations during loading and unloading. The contractor shall remove all contractors' materials from the buildings.

R.10 Removal of construction, demolition materials:

- a. A general contractor and/or subcontractor(s) shall make arrangements to obtain a dumpster for discarding of materials. The dumpster shall not interfere with the ingress and egress of any building or garage doorway. Any dumpster to be placed at the Association, must be preapproved in writing by the Board.
- b. Ultimately, the removal of construction debris is the responsibility of the Owner having the work done.

R.11 Professional conduct is required at all times while on the premises. While playing of loud music, offense language or obscenities in any unit or common element is prohibited.

R.12 The Board shall be notified of any and all building emergencies caused in conjunction with demolition, remodeling work, repair work or building-out in a unit.

R.13 Owners having work done will be held responsible and charged for any and all damage to, cleaning up debris removal from the common elements and/or adjoining units as a result of a contractors or carriers work or negligence.

R.14 All contractors must provide written proof of insurance, including Worker's Compensation insurance to the Board prior to performing any work at the Association, unless a waiver of such insurance is legally applicable, in which case the reason for such waiver shall be provided to the Board in writing.

S. UNIT TRANSFER FEES

Each time ownership of a unit is transferred from one party to another, in any manner, including by purchase or sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the unit shall pay a unit transfer fee to the Association in an amount equal to one (1) monthly installments of monthly condo fees for common expenses for such unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association in the reserve fund. Notwithstanding anything to the contrary contained herein, in the event the Association takes title to a unit, the Association is not responsible for payments under this paragraph.

V. INFORMATIONAL MATTERS

A. ASSESSMENTS

A.1 Each owner is assessed a monthly amount to cover the cost of the care, maintenance, and administration of the business of the Sylvan Meadows Condominium Association. This includes, but is not limited to, lawn care, snow removal, common ground repairs or maintenance, and legal/administration requirements.

A.2 All assessments are due on the first of each month, unless the association sets a different due date in writing. In lieu of charging interest, a late fee of \$25.00 will be assessed if the fee is not paid within 5 days of the due date. The late fee will be charged for each month that such assessment is not paid pursuant to Declaration Section 7.14. and example of this is as follows:

If Owner is late in paying their monthly assessment for three consecutive months and then makes the three payments before the fourth monthly assessment is due, the late fees accrued would be calculated as follows:

	<u>Month 1</u>	<u>Month 2</u>	<u>Month 3</u>	<u>Total</u>
Month 1 Late Fee	\$25	\$25	\$25	\$75
Month 2 Late Fee		\$25	\$25	\$50
Month 3 Late Fee			\$25	\$25
Total Late Fees	\$25	\$50	\$75	\$150

Their total late fees due would be \$150 plus the three monthly assessments (\$150/mo X 3= \$450) for a total payment due of \$600.

A.3 To minimize cash flow problems and encourage compliance, the Association may file a FORECLOSURE action against the unit when the dues are sixty (60) days past due. If a foreclosure action is filed against an Owner, the Owner will be assessed A \$50 administrative fee plus any cost associated with the foreclosure, i.e. attorney fees, costs,

Per the Sylvan Meadows Condominiums Association's attorney, the following adjustment to Article A.3 is to be made: Effective April 1, 2018, late fees will be capped at \$75.00 in lieu of the present fine structure and a lien will be filed after 30 days with foreclosure after 60 days.

VI. ENFORCEMENT, VIOLATION, PROCEDURE & ATTORNEY FEES

A. VIOLATIONS MAY BE REPORTED BY A OWNER TO:

- A.1 The West Bend Police Department if the violation is an infraction of a city ordinance or any other law.
- A.2 The Association Board if the violation is against Association rules.

B. A VIOLATION REPORTED TO THE BOARD OF DIRECTORS MUST BE IN WRITING AND MUST CONTAIN THE FOLLOWING:

- B.1 Name of offender and address if known.
- B.2 Violation observed in brief description thereof.
- B.3 The time and place of occurrence or if a continuing violation, the time or times of the observance of the occurrence.
- B.4 Name, address and telephone number of the reporting Owner.

C. UPON RECEIPT OF A COMPLAINT, BY THE BOARD OF DIRECTORS SHALL ATTEMPT TO RESOLVE THE MATTER BY:

- C.1 Obtaining a voluntary payment of an appropriate fine as per the Penalties Section of the rules, and/or
- C.2 Obtaining voluntary correction of the violation, and/or
- C.3 Any other solution to which the complainant, the alleged offender and/or the Board agree upon.

D. PENALTIES

Each violation of the rules, By-laws, or the Condominium Declaration shall be punishable by all means set forth in the By-laws, Condominium Declaration, law and/or by one or more of the following:

- D.1 A written reprimand.
- D.2 A fine in an amount not to exceed \$150 plus administration cost of \$20, plus \$15 per day that the violative conduct persists, plus any attorney fees.
- D.3 By the Association removing or correcting the violation, the cost of which, including attorney fees, shall be borne by the Unit Owner.

For any amounts not paid when due, Owner shall pay all cost of collection, including attorney fees.

E. REMEDIES NON-EXCLUSIVE

- E.1 The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set

forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

- E.2 In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against the Owner or defend any claim or allegation by an Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Owner all of its cost and expenses, including attorney fees.

Condolence Feb 2. 1922

"SYLVAN MEADOWS CONDOMINIUMS"

PHASE 1 DESCRIBE PLOT

LOTS 1 THROUGH 7
AND LOTS 23 THROUGH 31,
WEST PARK SUBDIVISION, CITY
OF WEST BEND, WASHINGTON
COUNTY, WISCONSIN

OP'NATION DESCRIBE PLOT

LOTS 8 THROUGH 22,
WEST PARK SUBDIVISION, CITY
OF WEST BEND, WASHINGTON
COUNTY, WISCONSIN

NOTICE: ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 11/11/01 BY 60321 PAB/STP

(;438(;9

RECORDED

SEP 2 4 00 PM '93

[illegible]

Lucas C. Utter
LUCAS C. UTTER, N.L.S. 3 - 1351
DIED THIS 21 DAY OF AUGUST, 1893



NOTES: DWELLING UNITS ARE SHAD. ALL AREAS OTHER THAN UNITS ARE UNITS. COMMON AREAS.

LEGEND

- NON PAK FOUND
PALL CAP IN CONC WOODMONT ROAD
1700' NON PAK 26' 1000000
1000' 1700' 1000'

— — — — —

It would not, however, prevent

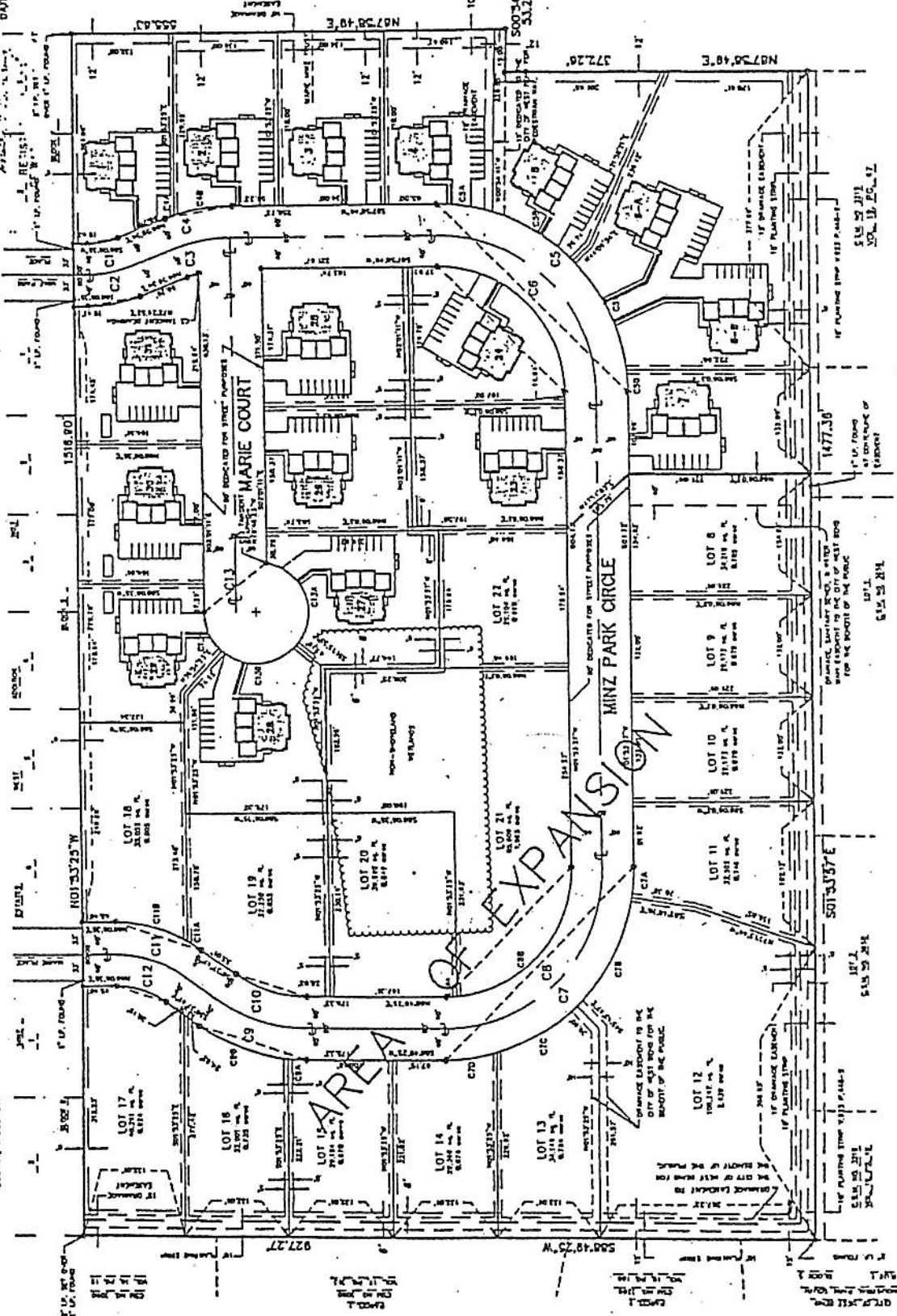
DECLARANT:

OSJ CORP., INC.
2117 PARADISE DR.
WEST BOWLING, WY 83093

SCALE: 1" = 100'



As a result of the above, the Commission has concluded that the proposed transaction is in the best interests of the shareholders of the Company and, therefore, it recommends that the shareholders of the Company approve the proposed transaction.

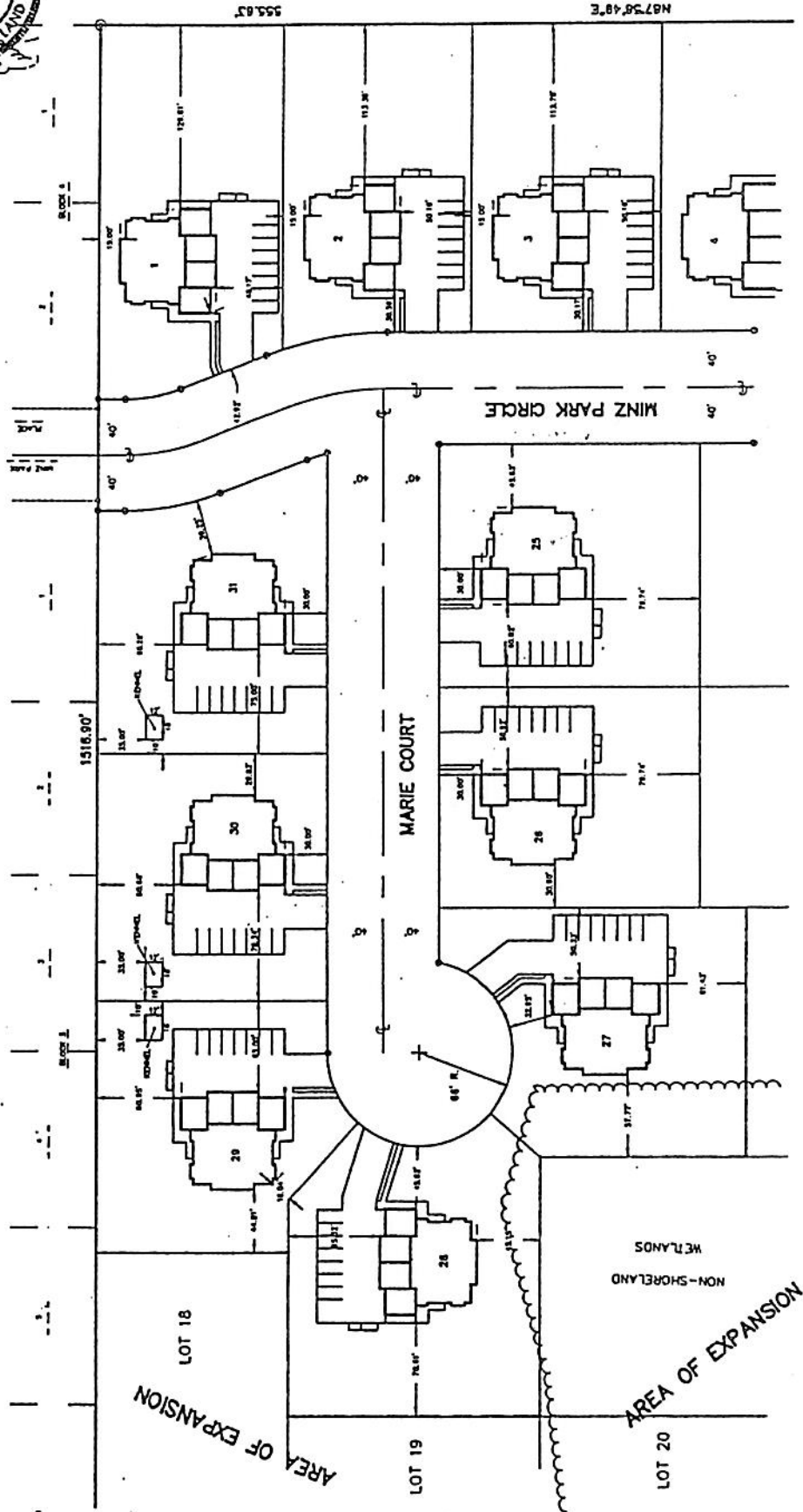


643869

Condominium Plat No. 1

"SYLVAN MEADOWS CONDOMINIUMS"

LANDS BOUND BY THE S.E. 1/4 OF THE S.E. 1/4 AND THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 28, T. 11N., R. 10E.
CITY OF WEST BEND, WISCONSIN COUNTY, WISCONSIN



SCALE: 1" = 60'

643569

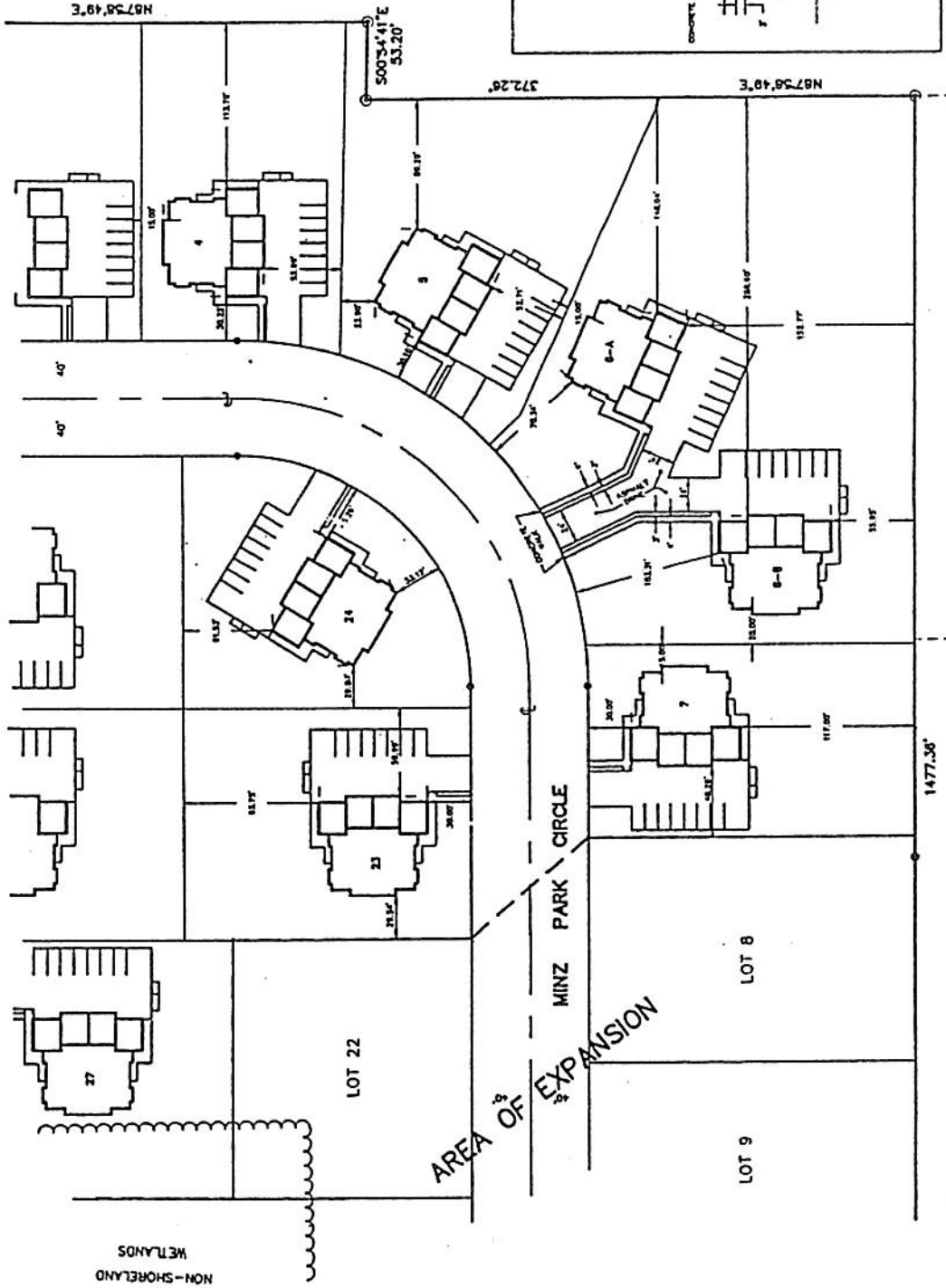
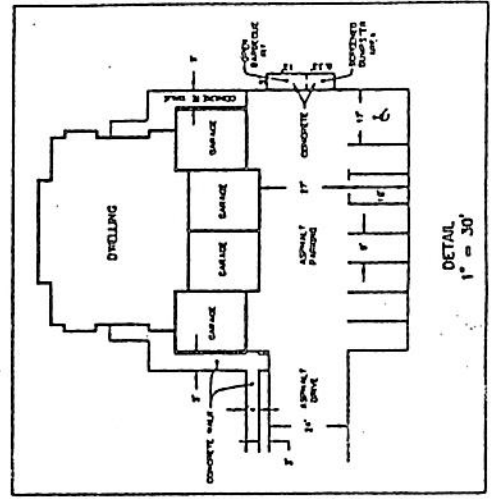
Condominium Plot 24.2

"SYLVAN MEADOWS CONDOMINIUMS"

LANDS BOUND BY THE S.E. 1/4 OF THE S.E. 1/4 AND THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, T. 17N., R. 10E., CITY OF WEST BEND, WISCONSIN COUNTY RECORD

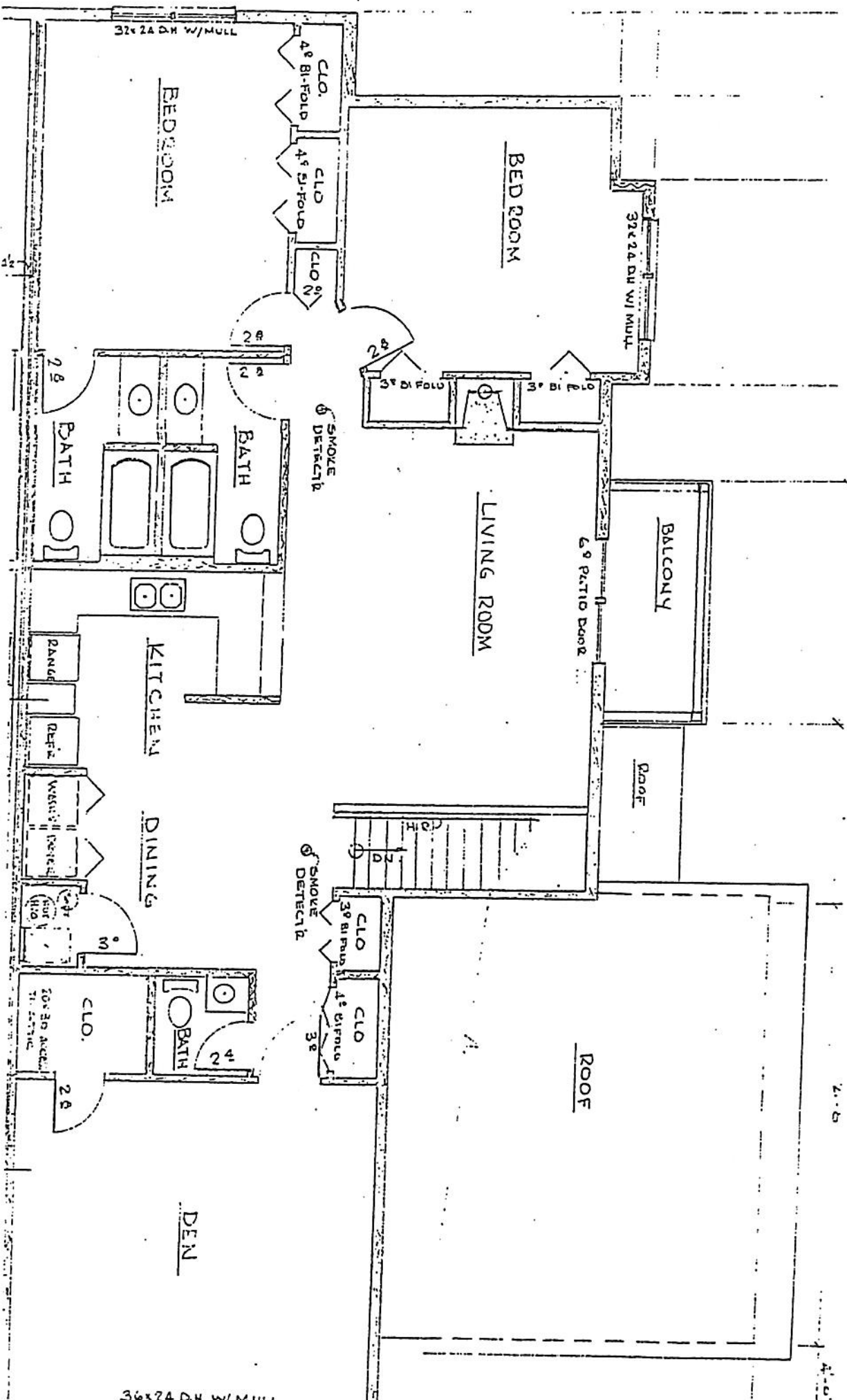


SCALE: 1" = 60'

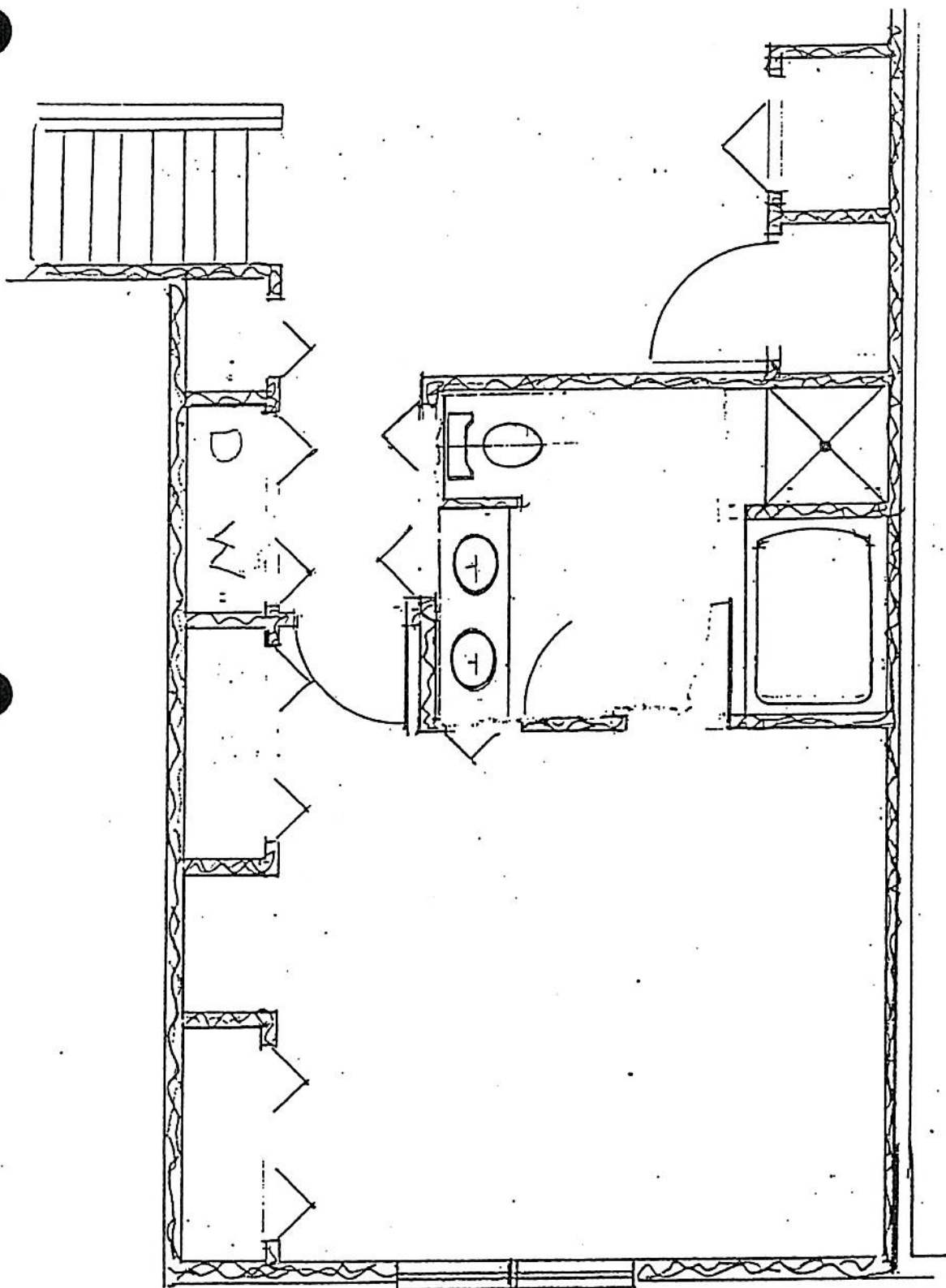


[illegible]

SYLVAN MEADOWS CONDOMINIUMS--MINZ PARK PLACE--UPPER UNIT

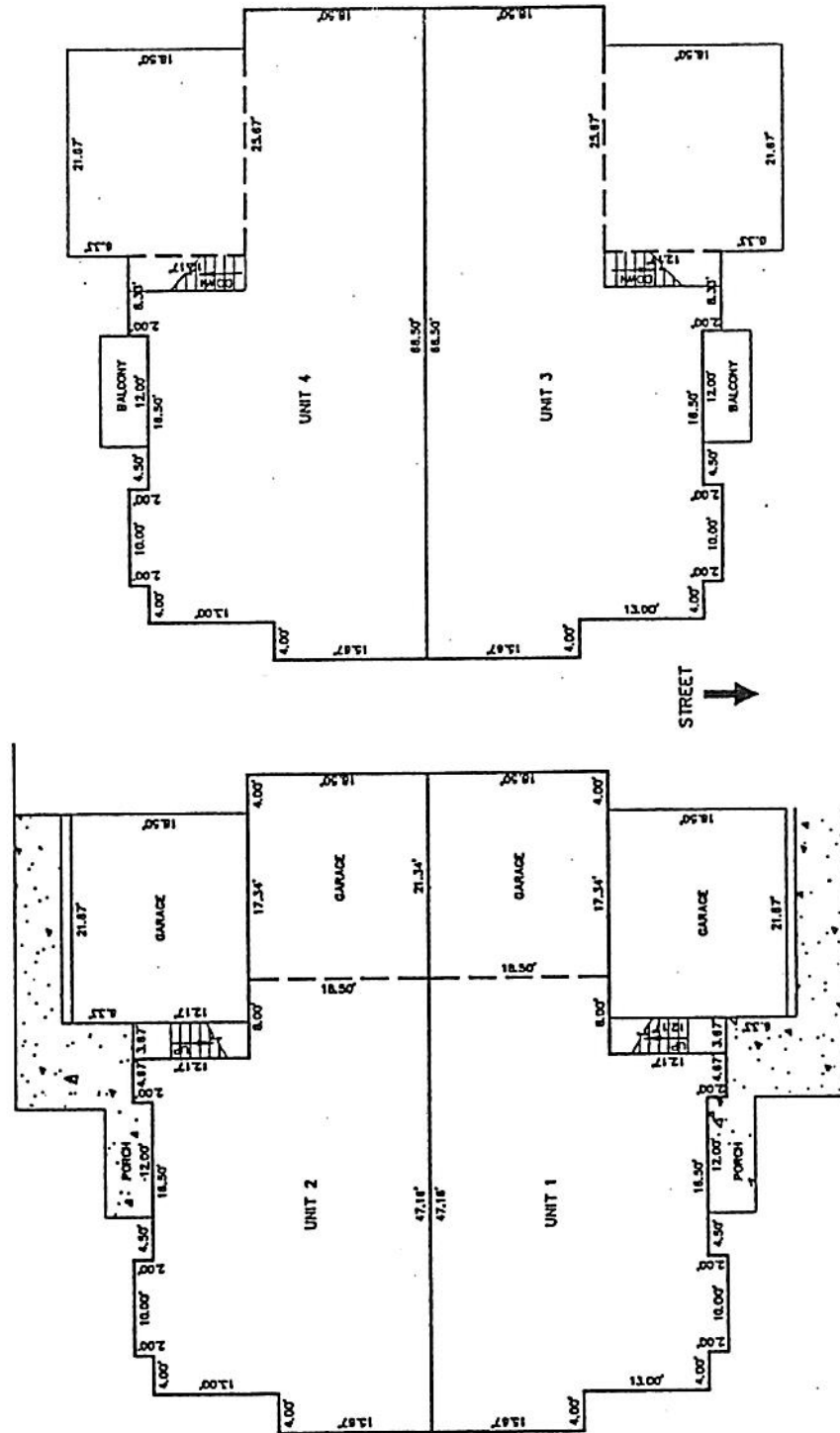


SYLVAN MEADOWS CONDOMINIUMS--PROPOSED OPTIONAL MASTER SUITE INSTEAD OF DEN



"SYLVAN MEADOWS CONDOMINIUMS"

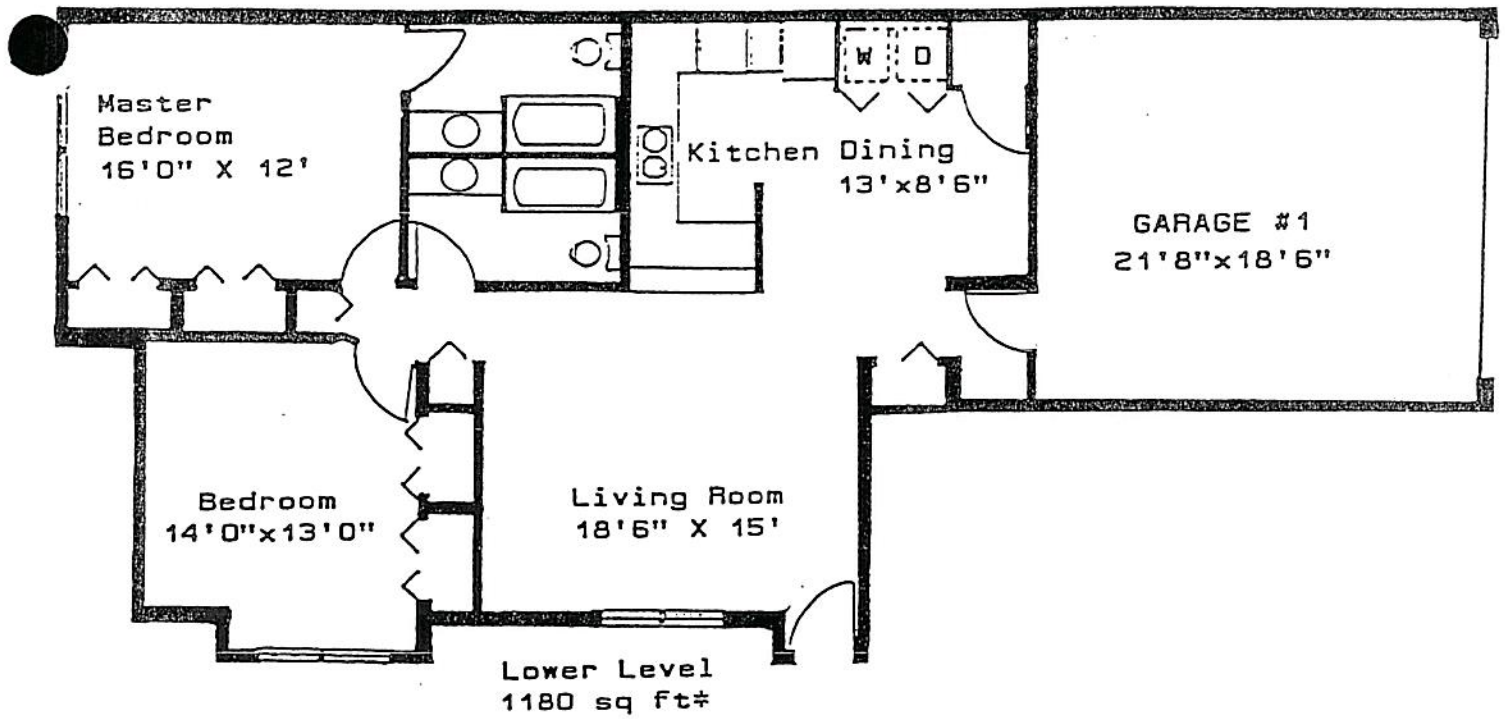
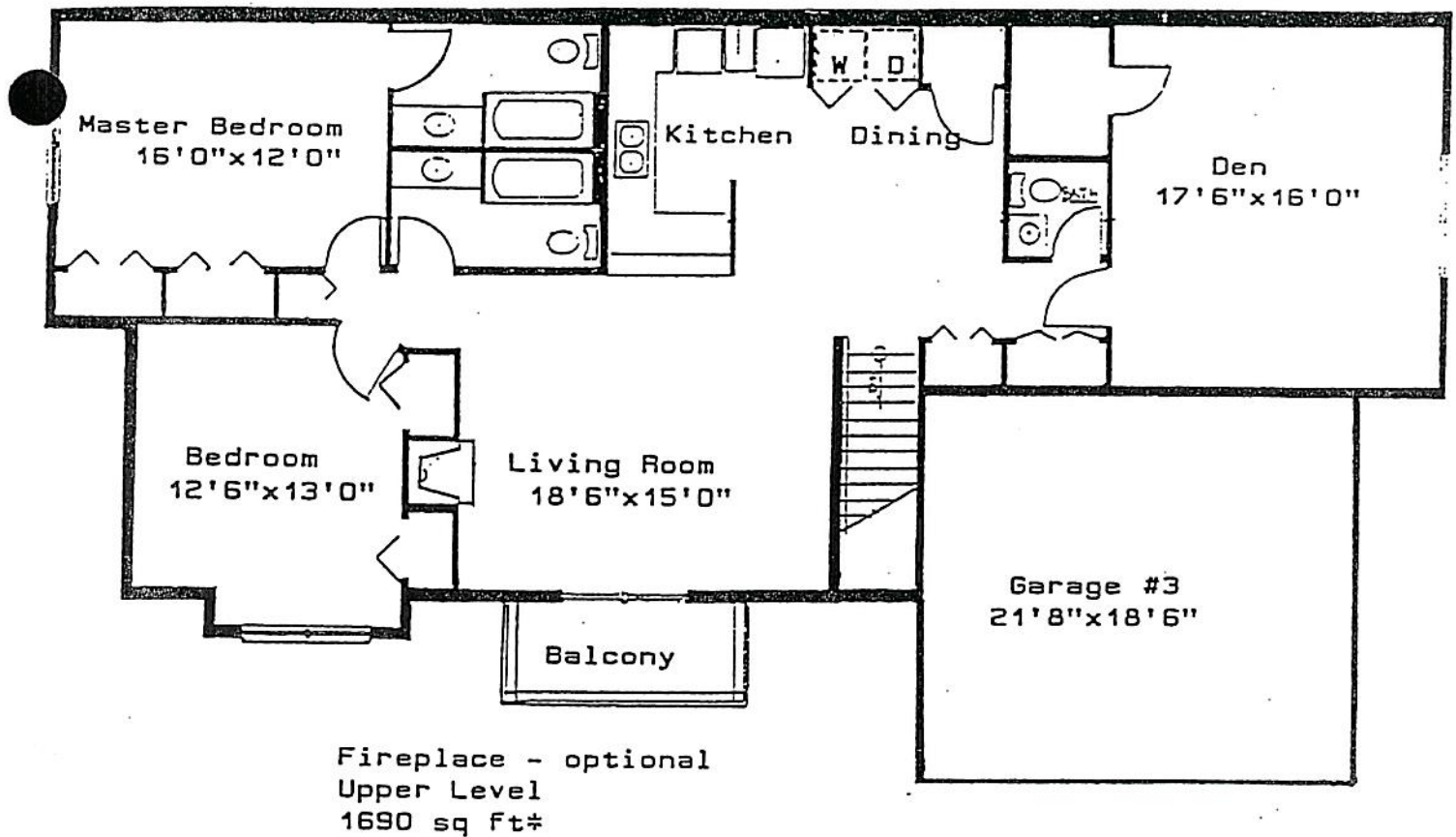
LANDS BOWD N THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 25 T 19N R 1E



FIRST FLOOR PLAN

UPPER LEVEL PLAN

SCALE: 1" = 10'



* note - all measurements
are approximate

ATTN ATTY CHARLES H WILLIAMS
SCHLOEMER ALDERSON SEEFELDT & SPELLA S C
101 S SIXTH AVE
P O BOX 176
WEST BEND WI 53095



DATE: August 19, 1993

OFFICE OF THE SECRETARY OF STATE

CORP ID#
S044371

TO ALL TO WHOM THESE PRESENTS SHALL COME:

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that,
on the date above written, Articles of Incorporation (or Association) of

SYLVAN MEADOWS CONDOMINIUM OWNERS ASSOCIATION, INC.,

were filed in my office under the provisions of the Wisconsin Statutes, and in particular under

CHAPTER 181 - WISCONSIN NONSTOCK CORPORATION LAW
THE STATE OF WISCONSIN does hereby grant unto said organization the powers and privileges conferred upon such
organization by the Wisconsin Statutes for the pursuit of any purposes lawful under the chapter or section, of the Wisconsin
Statutes, of its organization except as such purposes may be further limited in said Articles. IN TESTIMONY
WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on 8-19-93



Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

Form 14
Secretary of State
WISCONSIN
(11/92)

642755

VOL 1339 PAGE 336

United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

REGISTERED
OF WISCONSIN
Douglas La Follette

AUG 21 9 00 AM '93

RECORDED



Douglas La Follette

DOUGLAS LA FOLLETTE
Secretary of State



Recorded
FEB. 16, 2006 AT 09:30:00AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$13.00

**AMENDMENT TO DECLARATION OF
CONDOMINIUM OF THE SYLVAN MEADOWS
CONDOMINIUM OWNERS ASSOCIATION, INC.**

Recorded on September 2, 1993, in
Volume 1343, Page 290 of Records.

Doc. 643870

Return to:
Morton M. Grodsky
7670 N. Port Washington Rd.
Milwaukee, WI 53217

13-2

The Sylvan Meadows Condominiums, which are located at:

Lots 1 through 31 of Minz Park Subdivision in the S.E. 1/4 of the N.W. 1/4 and
the N.E. 1/4 of the N.W. 1/4 of Section 25, T11N, R19E, City of West Bend,
Washington County, Wisconsin.

By written consent of more than two-thirds of the Unit Owners of the Sylvan Meadows
Condominium Owners Association, Inc., as well as their mortgagees, pursuant to Section 17.05
of the Declaration of Condominium, the Condominium Declaration was amended as follows:

Section 4.03: The word "leases" was deleted.

Section 5.03: The word "leases" was deleted.

Section 8.04: The first sentence of Section 8.04 was amended to read as follows: Use of
Common Elements. Each Unit Owner shall have the rights to use the Common Elements and
Facilities in common with all other Unit Owners for the purposes of access to, use, occupancy
and enjoyment of his/her unit and the Common elements, which right shall extend to the Unit
Owner and to the Unit Owner's family and invitees.

Section 8.14: Units Owner Occupied Only. The old language of Section 8.14 was deleted and
was replaced with the following language: All units shall be occupied by the Unit Owner and the
Unit Owner's family only. Family shall mean children, spouses, parents,
siblings, grandparents, grandchildren, uncles, aunts, first cousins, second cousins, nephews,
nieces, stepbrothers, stepsisters or any other person related by blood, marriage or adoption.

The undersigned do hereby certify that, in fact, the Declaration was amended as stated above by
more than the required two-thirds written consent of all Unit Owners and their mortgagees.

Dated at West Bend, Wisconsin this 7th day of FEBRUARY, 2006.

Sylvan Meadows Condominium
Owners Association, Inc.

By: Faith S. Ostrom
Faith S. Ostrom, President

Countersigned

By: Sharon K. Nagovan
Sharon Nagovan, Secretary

ACKNOWLEDGE

STATE OF WISCONSIN)
WASHINGTON COUNTY)

Personally came before me this 7 day of Feb, 2006, the above
named Faith S. Ostrom and Sharon Nagovan, to me known to be the persons who executed the
foregoing instrument and acknowledged the same.

Penny J. Bergerud

Notary Public, State of Wisconsin

My Commission Expires: 4-16-06



This instrument was drafted by:
Morton M. Grodsky, Attorney at Law

November 16, 2006

Ms. Sue Ostrom
259 Minz Park Circle, Unit 4
West Bend, WI 53095

In re: Sylvan Meadows Condominium Owners Association, Inc. (Pet Policy)

Dear Ms. Ostrom:

Pursuant to our most recent conversations respecting the authority of the Board of Directors to maintain a pet free environment, we reference the following sections of the condominium documents. It is of course acknowledged that any pet presently on the premises is grandfathered.

Section 8.07 of the Sylvan Meadows Declaration specifically indicates that household pets may be kept in buildings that have been designated as pet buildings in compliance with association rules and regulations. Since the Board of Directors has complete authority to enact, modify and enforce rules and regulations, the Board then at its discretion may change any rule or regulation by a majority vote of the Board.

Section 8.07 would therefore permit the Board to modify what is presently section 1 of the Rules. Since the Board has authority to designate buildings as pet buildings, it also has the authority to designate no buildings as pet buildings.

It is therefore our opinion that the Board on its own may modify section 1 in any form it desires including the modification of section 1-A indicating that no buildings are pet buildings or indicating that only certain types of pets might be kept in those buildings. Though we were not asked, the Board would also have the authority to designate that certain types of pets such as birds in cages and fish may be kept in all units. As is clear from the documents, these issues are left solely to the discretion of the Board.

Should you have any further questions or comments, do not hesitate to contact the undersigned.

Very truly yours,


Morton M. Grodsky / MMG:mf

MORTON M. GRODSKY
ATTORNEY AT LAW
COURT COMMISSIONER
7670 NORTH PORT WASHINGTON ROAD - SUITE 200
MILWAUKEE, WISCONSIN 53217
(414) 351-0346 / FAX (414) 247-9959

September 19, 2006

Ms. Sue Ostrom
259 Minz Park Circle, Unit 4
West Bend, WI 53095

In re: Sylvan Meadows Condominium Owners Association, Inc. (Pet Policy)

Dear Ms. Ostrom:

Pursuant to our most recent conversations respecting the authority of the Board of Directors to maintain a pet free environment, we reference the following sections of the condominium documents. It is of course acknowledged that any pet presently on the premises is grandfathered.

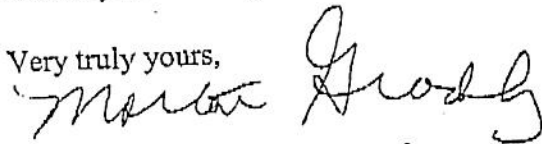
Section 8.07 of the Sylvan Meadows Declaration specifically indicates that household pets may be kept in buildings that have been designated as pet buildings in compliance with association rules and regulations. Since the Board of Directors has complete authority to enact, modify and enforce rules and regulations, the Board then at its discretion may change any bylaw by a majority vote of the Board.

Section 8.07 would therefore permit the Board to modify what is presently section 1 of the Rules. Since the Board has authority to designate buildings as pet buildings, it also has the authority to designate no buildings as pet buildings.

It is therefore our opinion that the Board on its own may modify section 1 in any form it desires including the modification of section 1-A indicating that no buildings are pet buildings or indicating that only certain types of pets might be kept in those buildings. Though we were not asked, the Board would also have the authority to designate that certain types of pets such as birds in cages and fish may be kept in all units. As is clear from the documents, these issues are left solely to the discretion of the Board.

Should you have any further questions or comments, do not hesitate to contact the undersigned.

Very truly yours,



Morton M. Grodsky / MMG:mf

cc: Dan Zielinski

BYLAWS AMENDMENT

The following Amendment to the Bylaws was approved by the unit owners at a meeting held on the 5th day of March, 2009.

Section 4.04- Compensation

No Director shall receive compensation for any services rendered to the Association except the Secretary and Treasurer for the performance of duties normally accomplished by a management company. Any director may, however, be reimbursed for actual expenses incurred in the performance of duties.