SECTION B

Hidden Creek Condominiums of Mequon

BYLAWS

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BYLAWS
OF
HIDDEN CREEK CONDOMINIUM OF MEQUON ASSOCIATION, INC.

ARTICLE 1. NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Hidden Creek Condominium of Mequon Association, Inc. and the Condominium Declaration ("Declaration") for Hidden Creek Condominium of Mequon ("Condominium") recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin by Hidden Creek Development, Inc., ("Declarant"), the following are adopted as the Bylaws of the Hidden Creek Condominium of Mequon Association, Inc., ("Association"), which is a non-stock, non-profit Wisconsin corporation formed and organized pursuant to Chapter 181, Stats. to serve as an association of Unit Owners who own real estate and improvements ("Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act, Chapter 703, Wisconsin Statutes ("Condominium Act") and subject to the terms and conditions of the Declaration.

1.1 **Definitions:** The definitions listed in the Declaration shall apply to the terms used in these Bylaws, unless the context otherwise requires. Such definitions are hereby incorporated in these Bylaws by reference.

ARTICLE 2: MEMBERSHIP, VOTING AND MEETINGS

2.1 **Membership**. All Unit Owners, by virtue of their ownership of a Unit in the Condominium, are entitled and required to be members of the Association. The rights and responsibilities of membership as set forth in the Declaration are incorporated herein by this reference. The Association shall have one class of members.

2.2 **Voting and Proxies**. Voting rights shall be as stated in these bylaws and in Article 11 of the Declaration, the provisions of which are incorporated herein by this reference. Such votes may be cast in person or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Proxies may be revoked by informing the Secretary and the holder of the proxy in writing, and shall be automatically revoked by the presence at the meeting of the person who executed the proxy.

2.3 **Declarant Control**. Subject to the provisions of the Condominium Act, Declarant shall have the right to control the Association during the Period of Declarant Control as that term is defined in the Declaration.

2.4 **Membership List**. The Association shall maintain a current membership list ("Membership List") showing the record owners of each Unit and showing the person

designated to cast the vote of each Unit as named in the Voting Certificate filed by each Unit Owner with the Secretary of the Association as provided in the Declaration.

2.5 **Transfer of Membership.** Each membership shall be appurtenant to ownership of the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred except in connection with the transfer of a Unit. Upon the closing of any sale or other transfer of a Unit, the transferee shall promptly furnish written notice to the Association of the transfer, which notice shall include the date of the transfer, the identity of the transferee and such other information as the Association may reasonably request, and shall deliver to the Secretary of the Association a fully executed Voting Certificate in the form required by the Declaration. The Association shall then make appropriate changes to the membership list effective as of the date of such sale or transfer.

2.6 **Quorum for Members' Meetings.** A quorum for any meeting of the members shall consist of such members as are present in person or represented by proxy at such meeting. Votes may be cast in person or by proxy in accordance with the designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting shall be the act of the members.

2.7 **Time, Place, Notice and Calling of Members' Meetings.** Written notice of all meetings of members stating the time and place and the purpose of which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than twenty (20) days nor more than forty (40) days prior to the date of the meeting. Notice of meetings may be waived before, at or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

An annual meeting shall be held within one year after the date of incorporation of the Association and thereafter each year at a time and date to be set by the Board of Directors. Special meetings of the members shall be held whenever called by the President or any three members of the Board of Directors and must be called by the President upon receipt of a written request signed by members holding one-third or more of all votes entitled to be cast.

ARTICLE 3: BOARD OF DIRECTORS

3.1 **Number and Qualifications of Initial Board of Directors.** The initial Board of Directors shall consist of three directors appointed by Declarant, but the number of directors of the Association shall be progressively and temporarily enlarged during the Period of Declarant Control as follows:

A. After the conveyance to purchasers of more than 20%, but prior to the conveyance to purchasers of 25%, of the Undivided Percentage Interest in the

Common Elements, the Board of Directors shall call a meeting at which Unit Owners other than Declarant shall be entitled to elect a fourth director to the Board of Directors, thereby increasing the total number of directors on the Board to four. Declarant shall appoint the remaining three directors who shall serve along with the director elected by the Unit Owners until the happening of the event described in paragraph B below.

B. After the conveyance to purchasers of more than 45%, but prior to the conveyance to purchasers of 50%, of the Undivided Percentage Interest in the Common Elements the Board of Directors shall call a meeting at which Unit Owners other than Declarant shall be entitled to elect a director to refill the directorship created under paragraph A above and elect a fifth director, thereby increasing the total number of directors on the Board to five. Declarant shall appoint the remaining three directors, who shall serve along with the directors elected by the Unit Owners until the happening of the event described in paragraph C below.

C. A meeting of the members of the Association shall be held within thirty days after the first to occur of (i) expiration of ten years from the date of the first conveyance of a Unit by Declarant to any person other than Declarant or (ii) the conveyance by Declarant of 75% of the Undivided Percentage Interest in the Common Elements. At and upon the occurrence of such meeting, the number of directors of the Association shall be reduced to three, and all three of such directors shall be elected by the Unit Owners, including the Declarant. At that meeting, one director shall be elected to a term of one year, and two directors shall be elected to a term of two years. No more than one director so elected may be a non-Unit Owner.

The successors to the directors elected pursuant to paragraph C above shall be elected to hold office for a term of two years, or until their successors are duly elected and qualified.

3.2 **Powers and Duties of the Board of Directors**. Subject to Section 14 of the Declaration and Section 5.1 of these Bylaws, the affairs of the Association shall be governed by the Board of Directors, and all powers and rights of the Association existing under the Condominium Act, the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors of the Association, its agents, contractors or employees. Decisions of the Board shall be subject to approval by Unit Owners only when such is expressly required by the Declaration or these Bylaws.

3.3 **Vacancies on Board**. Vacancies on the Board of Directors caused by any reason other than removal 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 serve the remainder of the term of the person that he or she

replaces. However, a vacancy caused by the death or resignation of a director appointed by Declarant shall be filled by a person appointed by Declarant to serve the remainder of the term of the director being replaced.

3.4 **Removal of Directors**. At any regular or special meeting of the members duly called, any one or more of the directors elected by the members may be removed with or without cause by a majority of the votes represented at the meeting of the members; and a successor may then and there be elected to fill the vacancy thus created. Declarant may at any time remove and replace any director appointed by Declarant.

3.5 **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 meetings of the Board of Directors shall not be required. The Board of Directors also may meet from time-to-time as necessary to carry out its duties.

3.6 **Special Meetings and Notice**. Special meetings of the Board of Directors may be called by the President or by three directors on three days prior notice to each director given personally, by mail, or by phone, which notice shall state the time, place and purpose of the meeting, subject to the waiver under Section 3.7 hereof.

3.7 **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 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.

3.8 **Quorum of Directors and 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 from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted. As used in these Bylaws, a director is deemed "present" or in "attendance" if the director is present in person or participating by telephone or video conferencing.

3.8.1 **Action Without Meeting**. The Board of Directors may act without convening a meeting provided the written resolution or other action is agreed to, in writing, by at least a majority of the number of directors.

3.9 **Fidelity Bonds**. The Board of Directors may require that some or all officers and/or employees of the Association (or of a management company under contract with the

Association) handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid by the Association. Bonds shall not be void because the officers serve without compensation.

ARTICLE 4: OFFICERS

4.1 **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 the 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 that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President may be held by the same person.

4.2 **President**. The President 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, including but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 **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 both the President and Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.4 **Secretary**. The secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall count votes at meetings of the Association and shall have charge of the Association's books and records and shall, in general, perform all duties incidental to the office of the Secretary.

4.5 **Treasurer**. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all monies and all 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. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association. These duties and powers of the Treasurer may be delegated to a management company.

4.6 **Liability of Directors and Officers**. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken

by him or her as a director or Officer of the Association if such person(s) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his own affairs; or took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

4.7 **Compensation**. A director or officer of the Association may receive a fee or other compensation for services rendered to the Association only if approved by members holding a majority of the votes in the Association.

ARTICLE 5: OPERATION OF THE PROPERTY

5.1 **The Association**. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the Property in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium. The Association shall have and may exercise any of the powers enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181, Wisconsin Statutes, and Section 703.15(3) of the Condominium Act to the extent not inconsistent with the Declaration and Articles of Incorporation.

5.2 **Rules and Regulations**. The Association, through the Board of Directors, may from time to time adopt Rules and Regulations governing the operation, maintenance, and use of the Units and Common Elements by the Unit Owners and occupants. Such Rules and Regulations of the Association shall not be inconsistent with the Declaration or these Bylaws. The Unit Owners, their family members, guests, invitees, licensees, tenants or agents, and all occupants of the Units shall conform to and abide by all such Rules and Regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and proper. The Management Company, if any, may enforce the Rules and Regulations, if so stated in the Management Agreement.

5.3 **Assessments.** As more fully provided in the Declaration, each Unit Owner is obligated to pay the Association Annual and Special Assessments which are secured by a continuing lien upon the Unit Owner's Unit or other property against which the Assessment is made. Assessments shall also be a personal obligation of each Unit Owner. Any Assessments which are not paid when due shall be delinquent. The installments of the Annual Assessments shall be due and payable, in advance and without deduction or setoff, on the first day of each quarter. If any installment or any part thereof is not paid in full by the tenth day of the month in which such installment is due, interest at a rate to be established by the Board of Directors, which shall not exceed the maximum rate allowed by law, may, at the Board's discretion, accrue thereon from the due date and a late charge equal to the greater of $10.00 or 10% of the unpaid

amount, or such higher amounts as may be authorized by the Condominium Act, may be imposed. If Assessments and related charges or any part thereof remain delinquent and unpaid for a period greater than 15 days from the date due, a "Notice of Delinquency" may be given to that Owner which shall state that if the Assessment or charge remains delinquent for more than ten days from the date of the Notice of Delinquency, the Board may accelerate and declare immediately due all of the Unit Owner's Assessments installments for that fiscal year. If Assessments or related charges or any part thereof remain unpaid more than 30 days after the Assessment payments due become delinquent, the Board may bring an action at law or inequity against the Owner personally obligated to pay the same or foreclose the lien against the Unit Owner's Unit or other property, with rights to a deficiency judgment, and interest, costs, and attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments by nonuse of the Common Elements or abandonment of his or her Unit.

5.4 **Borrowing Money and Acquiring and Conveying Property**. The Board of Directors, by a majority vote, may borrow money and purchase or convey property, in an amount or value not to exceed $100,000 in any single transaction and direct any two officers of the Association to execute such documents in connection therewith as is deemed necessary or appropriate by counsel for the Association.

5.5 **Vote of Unit Owner in Default**. No Unit Owner may vote at a meeting of the Association if the Association has recorded a statement of lien on the person's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

5.6 **Management Company**. The Board of Directors may employ for the Association a Management Company at a compensation established by the Board to perform such duties and services as the Board may authorize. The Board may delegate to the Management Company any powers and duties granted to the Association and its Board by these Bylaws, the Articles of Incorporation and the Declaration.

ARTICLE 6: DUTIES AND OBLIGATIONS OF THE UNIT OWNERS.

6.1 **Rules and Regulations**. The Units and the Common Elements, including the Limited Common Elements, shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and any Rules and Regulations of the Association.

6.2 **Transfer of Limited Common Elements Between Unit Owners**. No Unit Owner may grant by deed or otherwise the use of Limited Common Elements appurtenant to his or her Unit to any other Unit Owner, except as provided in the Declaration.

ARTICLE 7: GENERAL

7.1 **Fiscal Year.** The fiscal year of the Association shall be determined by the Board of Directors. In the absence of a resolution by the Board, the fiscal year shall be the calendar year.

7.2 **Corporate Seal.** The Association shall have no seal.

ARTICLE 8: AMENDMENTS

8.1 **By Members.** These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members: (i) at any meeting called for such purpose by the affirmative vote of the holders of 75% of all of the votes entitled to be cast; or (ii) without a meeting but by written consent to the amendment signed by seventy-five percent (75%) of all votes that would be entitled to be cast if a meeting had been held. No such amendment, alteration or repeal shall be effective unless it is consistent with the provisions of the Declaration and the Articles of Incorporation.

8.2 **Rights of Declarant.** Unless Declarant has expressly consented to such amendment in writing, no amendment of these Bylaws shall alter, limit or abrogate the rights and interests granted to or reserved by Declarant under these Bylaws, the Declaration, or the Condominium Act, and Declarant shall not be bound by such amendments.

ARTICLE 9: MISCELLANEOUS

9.1 **Record of Ownership.** Each Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or interest therein or other evidence of his or her title thereto. Each Unit Owner shall file such evidence of his or her title, and the Voting Certificate described in Section 2.4 of these Bylaws, with the Board of Directors; and the Secretary shall maintain all such information in the records of ownership of the Association.

9.2 **Mortgages.** Each Unit Owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of his or her mortgagee and also of any release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any Unit or interest therein shall report to such person the amount of any Assessment against such Unit then due and unpaid.

9.3 **Indemnity of Officers, Directors, and Committee Members.** Every person who is or was a director, officer, or committee member 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 attorney's fees) asserted against, incurred by, or imposed upon him or her in connection

with or resulting from any claim, action, suit or proceedings including criminal proceedings to which he or she is made or threatened to be a party by reason of his or her being or having been such director, officer or committee member, except as to matters as to which he or she 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 of willful misconduct in the performance of his duty as such director, officer or committee member 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 officers, directors, committee members or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and paid by the Association as Common Expenses; provided, however, that nothing in this Article 9 contained shall be deemed to obligate the Association to indemnify any person from or against liabilities other than those incurred in connection with the performance of duties as, or resulting from such person's status as, a director, officer or committee member of the Association.

The Association shall, by its Board of Directors, purchase appropriate liability insurance, if reasonably available, with limits of liability to be decided upon by the Board insuring against errors and omissions of the directors and officers of the Association or its employees or agents. The cost of such liability insurance for directors and officers shall be borne by the Association as a Common Expense.

9.4 **Subordination**. These Bylaws are subordinate and subject to all provisions of the Articles of Incorporation, the Declaration and the Condominium Act, which shall control in case of any conflict.

9.5 **Severability**. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any person.

ARTICLE 10: ASSOCIATION MAILING ADDRESS

10.1 The mailing address of the Association shall be:

Hidden Creek Development, Inc.
1001 West Glen Oaks Lane, Suite 104B
Mequon, WI 53092

SECTION C

Hidden Creek Condominiums of Mequon

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
HIDDEN CREEK CONDOMINIUM OF MEQUON ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation shall be the HIDDEN CREEK CONDOMINIUM OF MEQUON ASSOCIATION, INC. (the "Association").

ARTICLE II
PERIOD OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III
PURPOSES

The purposes for which the Association is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Hidden Creek Condominium of Mequon (the "Condominium") as recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin (capitalized terms herein shall have the same meaning as set forth in the Declaration):

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Law, subject to the Act and the Declaration.

ARTICLE IV
MEMBERS AND VOTING

The record owner of a Unit shall automatically be a member of the Association upon becoming such owner and shall remain a member hereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. The respective rights and qualifications of each of the members of the Association are set forth in the Bylaws of the Association. As set forth in the Declaration, the record owner of a Unit shall be the holder of the fee simple title to such Unit, unless the Unit is subject to a land contract, in which event the record owner shall be the holder of the purchaser's interest in such land contract. With regard to all matters to be voted upon by the members, each Unit shall be entitled to one (1) vote.

ARTICLE V
PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of the Association shall be 1001 West Glen Oaks Lane, Suite 104B, Mequon, WI 53092. The initial registered agent shall be Paul H. Apfelbach whose address is 1001 West Glen Oaks Lane, Suite 104B, Mequon, WI 53092.

ARTICLE VI
DIRECTORS

The number of directors of the Association shall be fixed by the Bylaws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and Bylaws of the Association. The three (3) initial directors are:

Eric J. Lehner
4421 Bittersweet Lane
Cedarburg, WI 53012

Paul H. Apfelbach
1001 West Glen Oaks Lane, #104B
Mequon, WI 53092

Jan Hamann
N21 W24165 Garden Circle
Pewaukee, WI 53072

ARTICLE VII
INCORPORATOR

The name and address of the incorporator of the Association is:

Attorney Timothy E. Kronquist
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

ARTICLE VIII
AMENDMENTS

Amendment of these Articles of Incorporation shall require the affirmative vote of those members holding 75% or more of the total of all votes of the members.

ARTICLE IX
STOCK, DIVIDENDS AND DISSOLUTION

The Association shall not have, nor shall it issue, shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the Association shall be distributed to its members, directors or officers. The Association may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

The Association may be dissolved upon the affirmative vote of those members holding 75% or more of the total of all votes of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to the members of the Association in accordance with their respective undivided percentage interest in the Common Elements.

Executed in duplicate to this _____ day of _____, 2001.

_____
Timothy E. Kronquist

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

Personally came before me, this ____day of _____, 2001, the above named Timothy E. Kronquist, to me known to be the person who executed the foregoing Article of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public, State of Wisconsin
My Commission:_____

This document was drafted by
Timothy E. Kronquist, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202
(414) 276-0200

RULES AND REGULATIONS

1) These Rules and Regulations are established pursuant to Article 15 of the Declaration for Hidden Creek Condominium of Mequon. The purpose of the Rules and Regulations is to provide for the common benefit and enjoyment of the Condominium, Common Elements and Limited Common Elements. The effective date of these Rules and Regulations is March 2018 and they replace in their entirety any Rules and Regulations prior to that date. These Rules and Regulations may be changed or clarified in the future pursuant to Article 15.

2) No signs of any kind shall be erected within the Property or in Unit Windows without the prior consent of the Board of Directors (including for sale or for rent signs, but excluding open house signs during an open house, security system provider signs and political signs per Wisconsin Statute 703.105 1m displayed in a window – a sign that supports or opposes a candidate for public office or a referendum question).

3) Vehicles shall be parked only in garages or driveways serving the unit. Trucks, such as commercial truck and van vehicles, may be parked in driveways for no longer than 24 hours. Any non-operable vehicles may not be parked outside the garage. Boats, campers, trailers, motor homes and RV's may be parked in the driveway for loading and unloading purposes only and in no case overnight. Overnight guests must park either in the garage or driveway of the hosting unit owner. No car repairs may be performed outside the unit's garage. No more than two (2) vehicles, defined as cars, SUV's, minivans, passenger four wheel pick-up trucks with no exposed items in the bed and motorcycles are allowed to be parked in the driveway overnight. If for some reason a unit owner needs to park more than two (2) vehicles on the driveway overnight, the unit owner needs to notify and get approval from the Management Company. If the unit owner abuses these parking privileges and ignores formal warnings, the board will implement fines consistent with the Association's Documents.

4) Permitted pets are limited to two (2) usual and common household pets such as a dog or cat plus other small household pets such as fish or small birds. No livestock or animal may be kept on the property. No breeding or commercial use of animals is permitted. The following dog breeds are not permitted at any time in the Association, its Common Elements, or any Unit: Akita, Chow Chow, Pit Bull, Presa Canario, Rottweiler, Shar-pet, and Wolf Hybrids or any breed that is predominantly of those breeds. Exotic animals, reptiles, and snakes of any kind are not allowed as pets.

5) All pets must be on leashes and accompanied by a responsible person when outdoors. Exercising of pet(s) off-leash in the common areas is permitted provided the pet(s) are accompanied by a person competent to govern the animal. All fecal matter must be picked up and disposed of properly and immediately. Fines may be imposed for lack of compliance. Dog runs or outside fencing is prohibited. **Invisible Barriers or similar underground electronic or ultrasonic pet barriers may be installed only after receiving the prior written approval of the Board of Directors, as applicable.**

6) Nothing can be stored outside the Unit that is considered unclean, untidy or unsightly. Common barbecue or patio furniture is not included. Grill, patio and air conditioner covers must blend with the surrounding. Patio awnings are prohibited.

7) Owners may conduct business activities in the Unit so long as the activity (a) is not detectable by sight, sound or smell from outside the Unit, (b) conforms with zoning, (c) does not create any safety threat, (d) does not involve non-residents coming to the property, and (e) does not disrupt other Unit Owners as may be determined in the sole discretion of the Board of Directors. Rummage/garage sales are not permitted.

8) Flowers outside the Unit must be natural. Flower pots or planters are limited to flower beds, flower boxes and planters placed on stoops, sidewalks or patios and may not be located on railings or driveways. Hanging flower baskets are permitted. Flowers planted in the ground must be maintained, or when dead, removed/replaced by the Unit owner.

9) Any installation or alteration of common area landscaping must be approved by the Board after review from the ARC prior to the installation or alteration.

10) Only full view storm doors are permitted. The color must match the trim paint or the color of the entry door.

11) American flags may be displayed in accordance with State Statue 703.105

12) Hoses must be stored where they are not visible from the street.

13) Low voltage lighting no more than 10 inches above ground level is permitted when located in existing flower/mulch beds along the sidewalk.

RULES AND REGULATIONS

14) Holiday lighting is permitted for a period of 30 days before and 10 days after the holiday. Holiday decorations, except for tree lights, are limited to an area within 25 feet of the building unless located in a rear or side yard and must not interfere with lawn maintenance. Holiday decorations are also permitted on lamp posts.

15) Statuary may be located in the rear or side yard; no more than one item of statuary may be located in the plant bed in the front of the building without approval of the Board of Directors, but may not be located on lawns. In the event that any 10 owners object in writing to the Board to such ornament or statuary, it must be removed immediately.

16) Bird feeders are allowed only in plant beds located in rear or side yards. Bird baths are permitted in plant beds in rear of building only.

17) Hanging laundry outside is prohibited. If hung in the garage, the door must be closed.

18) The Association will provide/maintain a working 75 watt (or equivalent) light bulb in photocell controlled light fixtures outside the garage. These fixtures must be operated daily from dusk to dawn.

19) No antennas, garbage cans, tanks, pools, basketball hoops, play equipment/toys left outside or other recreational equipment may be installed. Satellite dishes may be installed only in compliance with the Hidden Creek Condominium Association, Inc. Policy on Satellite Dishes.

20) No sprinkler or irrigation systems around buildings are permitted without first obtaining permission from the Board after submitting plans and drawings of the facilities.

21) No Unit shall be made subject to any type of timesharing agreement or used for transient purposes. Leases or rental agreements must be for not less than six months and in writing. The Unit Owner remains responsible for compliance with the requirements of the Condominium Declaration and these Rules and Regulations.

22) No guns may be discharged or displayed outside a Unit, including B-B guns and pellet guns, regardless of size.

23) Drainage swales and ditches cannot be modified. All landscape maintenance must be completed at the direction of the Board of Directors. All prairie grass and natural areas may not be disturbed without approval of the Board.

24) No window air conditioner units are permitted.

25) No overhead utility lines are permitted.

26) Ponds and creeks shall not be used for swimming, fishing, boating, ice skating or any other use. It is the sole responsibility of a responsible adult, relative or otherwise, to keep children away from the water. By purchasing a Unit, Buyer indemnifies and holds harmless (including reasonable attorneys' fees) the Association, Declarant, Declarant's officers, directors, employees, and agents, and all other third parties from and against any damage, injury, or other claims or liabilities resulting from the ponds and creeks on the property.

27) No exterior alterations, additions or modifications including painting are permitted other than as directed by the Board of Directors.

28) No noise shall disturb other Unit Owners including pets, music or tools.

29) Wood burning fireplaces are permitted. Any exterior auxiliary wood burning device must be confined to a concrete patio and is not allowed on wooden decks or other wooden structures and must not be closer than five feet to any combustible surface.

30) Unit owners are required to install and maintain a Carbon Monoxide (CO) Detector on each level of their Unit and provide certification to the Association within 90 days after adoption of this rule, that such detector(s) have been installed.

RULES AND REGULATIONS
ENFORCEMENT OF RULES AND REGULATIONS

WHERAS, it is the objective of the Hidden Creek Condominium of Mequon Association, Inc. ("the Association") to implement a fine, enforcement, and grievance procedure regarding all applicable laws and the provisions of the condominium's Declaration, Bylaws and Rules and Regulations.

Pursuant to the Bylaws Section 5.2, the following enforcement provision is created in the Rules of the Association.

ENFORCEMENT PROCEDURES

A. Fines,

1. The fine for a violation of violation of any and all applicable laws, the Condominium Declaration, Bylaws and Rules and Regulations shall be $50.00. Each day a violation continues is a separate violation. Such fine is not a waiver of other remedies, including actual damages and an injunction.
2. If the Association retains legal council to aid in the enforcement of applicable laws and /or the Condominium's Declaration, Bylaws and/or Rules and Regulations, shall be entitled to recover its attorney fees from the unit owner(s) committing the violation.
3. Fines and attorney fees are due no later than thirty (30) days after fine is levied, and unpaid fines and attorney fees shall be a lien against the unit ownership and may be foreclosed upon as provided by law.

B. Other Enforcements,

The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce a violation of any and all applicable laws, the Condominium's Declaration, Bylaws and Rules and Regulations, or this section. The Association, if successful, such reasonable attorney fees as may be determined by the court.

C. Appeals,

A unit owner may appeal any enforcement action employed by the Board of Directors, including fines, but not including arrearages of assessments, by writing a letter to the Secretary of the Board stating the reason for the appeal. This written appeal must be received by the Secretary of the Board stating the reason for the appeal. This written appeal must be received by the Secretary within fourteen (14) days of the notice of the fine. The Board shall review the validity of enforcement and the remedy. The decision of the Board (by a majority vote) shall be conclusive. The unwritten lien on a unit occasioned by the fine shall not be suspended during the appeal.

D. Procedure,

1. Written notice to the Unit Owner
2. Contact either by phone or in person by the property management company representative providing notice of the violation
3. If after these attempts the Unit Owner continues the violation, the Board will impose fines and if deemed necessary, start legal procedures to resolve the violation.

CHANGES TO RULES AND REGULATIONS

Additions and changes to these Rules and Regulations as drafted and approved by the Board of Directors will be provided as the additions or changes are made. These changes are effective per the date issued.