ARTICLES OF INCORPORATION

OF

COUNTRY TERRACE CONDOMINIUM HOMES, INC.

(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit organization under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the corporation shall be the COUNTRY TERRACE CONDOMINIUM HOMES, INC.

ARTICLE II

Period of Existence

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes

Purposes for which this corporation 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 use and ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the "Unit Ownership Act" under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Country Terrace Condominium Homes as recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Unit Ownership Act and the Declaration; and

(c) To engage in activity included in the Unit Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes.

ARTICLE IV

Powers

The corporation shall have all of the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Unit Ownership Act, or the Declaration, or the By-Laws, including without limitation, the following:

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration;

(b) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas as set forth in the Declaration;

(c) To acquire and hold title to units for the benefit of the unit owners pursuant to the right of first refusal, or otherwise, as set forth in the Declaration and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired for the benefit of all unit owners as set forth in the Declaration;

(d) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs

or to properly effectuate the duti and responsibilities of the corporation as set forth in the Declaration;

(e) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members as set forth in the Declaration;

(g) To make and amend reasonable regulations governing the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the By-Laws and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this Declaration.

ARTICLE V

Members

There shall be one class of members designated as "Unit Owner Members." The respective rights and qualifications of the class of members are set forth in the By-Laws of the corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the corporation shall be 780 North Water Street, Milwaukee, Wisconsin 53202, and the initial registered agent shall be Joseph M. Bernstein, 780 North Water Street, Milwaukee, Wisconsin 53202.

ARTICLE VII

Directors

The number of the directors of the corporation shall be fixed in the By-Laws and in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the By-Laws.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Thomas E. Nadler	8653 North Port Washington Road Milwaukee, Wisconsin 53217
Lloyd P. Levin	8653 North Port Washington Road Milwaukee, Wisconsin 53217
Joseph M. Bernstein	780 North Water Street Milwaukee, Wisconsin 53202

ARTICLE VIII

Incorporator

The name and address of the incorporator of this corporation is:

Joseph M. Bernstein
Attorney at Law
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202

ARTICLE IX

Stock, Dividends, Dissolution

The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the corporation shall be distributed to its members, directors or officers. The corporation 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.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to such one or more non-profit corporations, societies or organizations having purposes deemed by a majority of its directors to be similar to those of this corporation, and, if none are deemed to exist, then to non-profit corporations, societies or organizations devoted to the promotion of aesthetic, cultural or educational purposes.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 27th day of June, 1973.

Joseph M. Bernstein

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally appeared before me this 27th day of June, 1973, the above named Joseph M. Bernstein, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Country Terrace Comdominium Homes, Inc

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
6611 Aspen Tree Court

Requester's name and address (optional)

City, state, and ZIP code
Mequon, WI 53092

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
39 : 1220438

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

1090481
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
03/06/2020 10:02 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 16
EXEMPT #:
ELECTRONICALLY RECORDED

FIRST AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

COUNTRY TERRACE CONDOMINIUM HOMES

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells St., Suite 1900
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)
Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

COUNTRY TERRACE CONDOMINIUM HOMES

Country Terrace Condominium Homes (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Ozaukee County on September 11, 1973 as Document No. 259186.

RECITALS

A. WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, located in the City of Mequon, Ozaukee County, Wisconsin.

B. WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Country Terrace Condominium Homes, Inc. (the "Association"), and changes in common practice over the years.

C. WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium.

1. Purpose. The purpose of this Declaration is to submit the land and improvements described herein to Condominium ownership in use in the manner provided by the Wisconsin Unit Ownership Act (the "Act"), and to create covenants and restrictions that run with the land.

2. Description of Land. The land subject to this Declaration is more fully described in Exhibit "A" to this Declaration ("Real Estate" or "Land").

3. Description of Buildings and Units. The buildings and improvements ("Project") which are or are to be located on the Real Estate contain 78 units, with two units in each of 39 separate residential buildings. A plat of survey of the Real Estate showing the location of each building is attached to the original Declaration as Exhibit "B". A set of floor plans of each building showing the layout, location, unit letters, unit dimensions, building address, and bearing the verified statement certifying that it is an accurate copy of portions of plans of each building as filed with and approved by the City of Mequon, State of Wisconsin, is attached to the original Declaration as Exhibit "C". Each building has one or two stories and a basement and is constructed principally of frame and brick.

4. Units. A Unit means a part of a building contained within the Project intended for individual residential use bounded by the exterior surfaces of all perimeter walls except party walls, doors, windows, chimneys, roofs and foundations. Each unit shall include all mechanical equipment and appurtenances located within any unit and/or designated to serve only that unit, such as furnaces, compressors for air conditioning (including those designed to serve only one unit, whether or not such compressor is not located within such unit), appliances, range hoods, outlets, electrical receptacles and outlets, fixtures, and the like, shall be considered a part of the unit.

5. Common Areas. The Common Areas shall mean and include the Land and all portions and elements of the Project not contained within a unit and not designated as a Limited Common Area. Common areas include roads other than private driveways, swimming pools, clubhouses, landscaping, parking lots, storage sheds, and other devices, installations and structures intended for common use.

6. Limited Common Areas. The Limited Common Areas include those designated as such in this Declaration and such other as are to be reserved for the exclusive use of the unit or units adjoining the same. Private driveways, patios and courtyards are Limited Common Areas.

7. Party Walls. Walls contained within residential buildings which form the common perimeter boundary between two units shall constitute party walls and, to the extent not inconsistent with the provisions of this Declaration, shall be governed by the common law applicable to party walls.

8. Number, Location and Description of Units. The unit number of each unit, its location, approximate area, number of rooms, and immediate Common Area to which it has access are shown on the Plat of Survey, Floor Plans and Miscellaneous Information page attached to the original Declaration as Exhibits "B", "C" and "D".

9. Percentage Interest in Common Areas. Each unit and its owner have an equal and undivided percentage interest of 1.282% in the Common Areas. This percentage interest is appurtenant to the unit, and is not subject to partition as long as this Declaration is in effect.

10. Restriction on Use. The buildings and each of the units are intended for single family residential use only and are restricted to that use. Leases of units must be approved by the Board of Directors of the Association unless the owner thereof resides in the unit adjoining the unit to be leased, and are subject to any and all leasing restrictions set forth in the Association's Bylaws and Rules and Regulations.

11. Agent for Service of Process. The agent for service of process shall be the Association's Registered Agent, as designated on file with the Wisconsin Department of Financial Institutions.

12. Damage or Destruction. In the event of damage or destruction of all or part of the Project, the damage shall be repaired or the property destroyed shall be rebuilt, unless all unit owners shall vote to the contrary. Such vote shall be taken by the Association at a meeting called for that purpose within ninety days of the date of the damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as practicable, unless the Association authorizes a variance, provided, however, that regardless of any authorized variance the number of square feet of any unit may not vary by more than 5% from the number of square feet of such unit as originally constructed, the number of units shall remain the same, and the location of the buildings shall be substantially the same. The Association may levy assessments if insurance proceeds are insufficient to pay the estimated or actual cost of reconstruction or repair.

13. Insurance. The Board of Directors of the Association shall obtain and maintain public liability insurance and casualty insurance coverage for the Project, including all Common and Limited Common areas, Units, and Unit betterments and upgrades, in the amount of the replacement value thereof or the full insurable value in the event that the value is less than the replacement value, without depreciation, and with code upgrades. Insurance coverage shall be adjusted as the replacement value or full insurable value of the property varies. The insurance coverage shall be written on the Project in the name of the Board of Directors as Trustee for each of the unit owners in the percentage established in this Declaration. Premiums shall be common expenses. In the event of damage or destruction of Project or any portion thereof, if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of insurance shall be applied to the cost of such repair reconstruction. If there is to be no repair or reconstruction because of a unanimous vote as provided in Paragraph 12, above, the insurance proceeds shall be paid to the unit owners and any person holding a lien against such unit owners as their respective interests may

appear. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depositary on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of $500,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

14. Common Policy. If insurance coverage is available to combine protection for the unit owners as a group and each unit owner individually, the Board of Directors may, at its discretion, negotiate a combination of such protection on a cost-sharing basis under which each unit owner will be individually assessed for the amount of insurance which he directs the Board of Directors to include in such policies for his additional individual protection. Provision for this insurance is without prejudice to the right of each unit owner to insure his own unit for his benefit.

15. Interpretation of Plans. In interpreting the survey or floor plans or any deed or any other instrument effecting a building or unit, the boundaries of the building or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the building and regardless of minor variations between boundaries shown on the survey and floor plans and those of the building or unit as located and erected.

16. Encroachments. If any portion of the Common Areas now encroaches upon any unit, or if an unit now encroaches upon any other unit or upon any portion of the Common Areas, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any unit, any adjoining unit, or any adjoining Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of part of the Common Areas, upon any unit or of any unit upon any other unit or upon any portion of the Common Areas due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

17. Easements for Utilities. The unit owners and the Association each shall have easements for utility purposes over, under, along and on any part of the Common Areas and Limited Common Areas.

18. Easements and Access to Units. The Association shall have the right to have access to each unit during reasonable hours for the maintenance, repair, or replacement of any Common Areas or Limited Common Areas accessible from such areas or for making emergency repairs necessary to prevent damage to the Common Areas or Limited Common Areas or to another unit. The Association shall also have the right to access each unit for purposes of making repairs to a unit under certain circumstances as set forth in the Bylaws. Each unit shall be subject to an easement to the co-owners of all of the other units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other common elements located within or accessible only from any particular unit and for support. Any

driveway or garage space designated as a Limited Common Area and reserved for exclusive use by the owner of a particular condominium unit shall be subject to an easement to the co-owners of all of the other units for pedestrian ingress and egress to and from the building and the storage areas.

19. Easements Run with the Land. All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No unit owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every such case, the unanimous consent of all of the other unit owners.

20. Association of Unit Owners. All unit owners are members of COUNTRY TERRACE CONDOMINIUM HOMES, INC. ("Association"), which is incorporated as a non-stock, corporation under Chapter 181 of the Statutes of the State of Wisconsin. Each unit owner and each occupant of any unit shall abide by and be subject to the rules, regulations , duties and obligations of this Declaration and the by-laws and regulations of the Association ("Bylaws").

21. Votes of Unit Owners. Each unit owner shall have a vote in the affairs of the Association as set forth in the Bylaws.

22. Maintenance. Units, Limited Common Areas and Common Areas shall be maintained in accordance with the Bylaws.

23. Common Expenses. Common expenses shall be charged to the unit owners according to the percentage of undivided interest of each in the Common Areas. .The Association may levy assessments from time to time for the purpose of maintaining a fund from which common expenses may be paid, and such assessment shall be levied in the same percentage that common expenses are to be charged, as is more fully set forth in the Bylaws.

24. Amendment. This Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least sixty-seven percent (67%) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit, to the extent the same is required by the Act.. Copies of any amendments adopted as provided in this paragraph shall be certified by the President and Secretary of the Association in a form suitable for recording and shall be recorded by the Register of Deeds for the County of Ozaukee.

25. Revocation. This declaration may be revoked and the property removed under the Provisions of Chapter 703 of the Wisconsin Statutes by an instrument executed by all of the unit owners and duly recorded, provided that the holders of all liens affecting any of the units consent thereto.

26. No Exemption by Waiver. No unit owner may exempt himself from liability from his contribution towards the common expenses by waiver of the use or enjoyment of the Common Areas and facilities or by abandonment of his unit.

This First Amended and Restated Declaration complies with the requirements of the Declaration at Section 24, and the applicable law, Wis. Stat. § 703.09(2), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units in accordance with the above referenced statute.

COUNTRY TERRACE CONDOMINIUM HOMES, INC.

By: _____
Julie Stuhlmacher, President

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

On this 19 day of February, 2020, before me came Julie Stuhlmacher, known to be the individual and officer described in, and who executed the above conveyance, and acknowledged that she executed the same on behalf of Country Terrace Condominium Homes, Inc., for the uses and purposes therein set forth.

Notary Public
Monica M Steller
State of Wisconsin

_____
Notary Public, Ozaukee County
State of Wisconsin
My commission: 11-21-21

COUNTRY TERRACE CONDOMINIUM
HOMES, INC.

By: Clare Anderson
Clare Anderson, Secretary

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

On this 19 day of February, 2020, before me came Clare Anderson, known to be the individual and officer described in, and who executed the above conveyance, and acknowledged that she executed the same on behalf of Country Terrace Condominium Homes, Inc., for the uses and purposes therein set forth.

Notary Public
Monica M Steller
State of Wisconsin

Notary Public, Ozaukee County
State of Wisconsin
My commission: 11-21-21

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 and 78, in Country Terrace Condominium Homes created by a "Declaration of Condominium" recorded on September 11, 1973 in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 259186, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Mequon, Ozaukee County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
140610001000	11007 N. Redwood Tree Court
140610002000	11009 N. Redwood Tree Court
140610003000	11011 N. Redwood Tree Court
140610004000	11013 N. Redwood Tree Court
140610005000	11015 N. Redwood Tree Court
140610006000	11017 N. Redwood Tree Court
140610007000	11019 N. Redwood Tree Court
140610008000	11021 N. Redwood Tree Court
140610009000	11023 N. Redwood Tree Court
140610010000	11025 N. Redwood Tree Court
140610011000	11030 N. Redwood Tree Court
140610012000	11028 N. Redwood Tree Court
140610013000	11026 N. Redwood Tree Court
140610014000	11024 N. Redwood Tree Court
140610015000	11022 N. Redwood Tree Court
140610016000	11020 N. Redwood Tree Court
140610017000	11018 N. Redwood Tree Court
140610018000	11016 N. Redwood Tree Court
140610019000	11014 N. Redwood Tree Court
140610020000	11012 N. Redwood Tree Court
140610021000	11010 N. Redwood Tree Court

140610022000	11008 N. Redwood Tree Court
140610023000	11003 N. Elder Tree Court
140610024000	11005 N. Elder Tree Court
140610025000	11007 N. Elder Tree Court
140610026000	11009 N. Elder Tree Court
140610027000	11011 N. Elder Tree Court
140610028000	11013 N. Elder Tree Court
140610029000	11015 N. Elder Tree Court
140610030000	11017 N. Elder Tree Court
140610031000	11012 N. Elder Tree Court
140610032000	11010 N. Elder Tree Court
140610033000	11008 N. Elder Tree Court
140610034000	11006 N. Elder Tree Court
140610035000	11004 N. Elder Tree Court
140610036000	11002 N. Elder Tree Court
140610037000	11005 N. Balsam Tree Court
140610038000	11007 N. Balsam Tree Court
140610039000	11009 N. Balsam Tree Court
140610040000	11011 N. Balsam Tree Court
140610041000	11013 N. Balsam Tree Court
140610042000	11015 N. Balsam Tree Court
140610043000	11017 N. Balsam Tree Court
140610044000	11019 N. Balsam Tree Court
140610045000	11021 N. Balsam Tree Court

140610046000	11023 N. Balsam Tree Court
140610047000	11025 N. Balsam Tree Court
140610048000	11027 N. Balsam Tree Court
140610049000	11022 N. Balsam Tree Court
140610050000	11020 N. Balsam Tree Court
140610051000	11018 N. Balsam Tree Court
140610052000	11016 N. Balsam Tree Court
140610053000	11014 N. Balsam Tree Court
140610054000	11012 N. Balsam Tree Court
140610055000	11010 N. Balsam Tree Court
140610056000	11008 N. Balsam Tree Court
140610057000	11006 N. Balsam Tree Court
140610058000	11004 N. Balsam Tree Court
140610059000	6425 W. Aspen Tree Court
140610060000	6427 W. Aspen Tree Court
140610061000	6431 W. Aspen Tree Court
140610062000	6433 W. Aspen Tree Court
140610063000	6505 W. Aspen Tree Court
140610064000	6507 W. Aspen Tree Court
140610065000	6511 W. Aspen Tree Court
140610066000	6513 W. Aspen Tree Court
140610067000	6517 W. Aspen Tree Court
140610068000	6519 W. Aspen Tree Court
140610069000	6518 W. Aspen Tree Court

140610070000	6516 W. Aspen Tree Court
140610071000	6510 W. Aspen Tree Court
140610072000	6508 W. Aspen Tree Court
140610073000	6504 W. Aspen Tree Court
140610074000	6502 W. Aspen Tree Court
140610075000	6430 W. Aspen Tree Court
140610076000	6428 W. Aspen Tree Court
140610077000	6424 W. Aspen Tree Court
140610078000	6422 W. Aspen Tree Court

COUNTRY TERRACE CONDOMINIUM HOMES, INC.

RULES AND REGULATIONS. June *2021*

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NOTE: If your copy of the CTCH Rules and Regulations document is missing any pages, please notify Mike & Mike's Management Inc.

IF YOU DO NOT HAVE A COPY OF THE CTCH RULES AND REGULATIONS PLEASE LET MIKE & MIKE'S MANAGEMENT INC. KNOW.

QUICK REFERENCE TO KEY RULES AND PROCEDURES

1. Your monthly maintenance fee is due by the 1st of the month. A late payment fee of $25 will be assessed if your payment is received (not mailed) after the 10th of the month. Please be sure to allow for holidays and other non-postal days. Reference *Monthly Maintenance Fee and Collection* on page 5 for further details.

2. Trash pickup occurs every week. The pickup of recyclables occurs every other week. Pickups are moved to the next business days in those weeks where a major holiday occurs on any day between Monday through Friday. Your trash and recyclables containers may be placed out after 7:00 p.m. on the night before trash day and must be put away within 24 hours after trash picked up has occurred.

   Please Note: Your Trash Bin and Recycling Bin must be stored in your garage. The placement of bins outside your unit is not allowed, except on refuse collection days.

3. Overnight parking is not allowed on any streets within the Country Terrance Condominium Homes complex. When parking on the street during the day, please do not impede access to mail boxes by postal delivery personnel.

4. Yard waste is collected by the Country Terrace Condominium Homes' landscaper on their regularly scheduled day of lawn maintenance. Leave the plastic bin provided by Country Terrace with the yard debris inside at the edge of your driveway by 8:00 a.m. the morning of pick-up. Reference *Yard Waste Regulations on page 19 for further details*.

5. The use or driving of any wheeled vehicle whether motorized or not (i.e., skate board, bicycle, tricycle, scooter, motorcycle, etc.) on the Country Terrance walking paths is prohibited except by prior authorization from the Board of Directors.

6. No changes can be made to the outside appearance or your unit without receiving prior approval from the Board of Directors. Reference *Architectural Review Committee on page 15 and Attachment of Items to Vinyl Siding on page 18 for further details*.

7. The Country Terrace corral, located adjacent to the clubhouse, is available for the storage of large personal properties which the individual homeowners do not have room for in their garage. The use of the corral comes with a monthly storage fee of $25. Reference Rules & Regulations for use of the CTCH Corral on page 28 for further details.

8. Winter snow removal provisions:

   a. Street parking is not allowed during the winter months to facilitate snow removal activities.

   b. The unit owner is responsible for the removal of snow from the walkway adjacent to their unit.

c. The unit owner is responsible for the removal of snow from their driveway when the snowfall depth is 2 inches or less and the removal of snow from the first 12 inches in front of their garage door at all times.

Reference Snow Removal on page 29 for further details.

9. Gardening/housekeeping tools/items must be stored inside unit or garage.

MAINTENANCE AND ACCOUNTING ISSUES

The Country Terrace Condominium Association is managed by Mike & Mike's Management Inc.

Business Hours: Monday thru Friday 8:30 a.m. to 5:00 p.m. CT.

Maintenance Request

Please make all maintenance requests to Mike & Mike's Management Inc.

via the owner's portal

- visit the portal at engage.goenumerate.com and click "Online Forms" on the left-hand side, then select "New Service Request Online Form."

- When submitting an after-hours request please leave a detailed voicemail or email, with your full name and address, and a description of the problem. For after hour emergencies phone 414-433-9107. A maintenance emergency is defined as a condition that if not repaired promptly, could cause injury, threaten health, or cause serious property damage such as: fire, broken gas line or leak, broken water line or flooding.

Accounting Questions

All accounting questions should be addressed to Mike & Mike's Management Inc. at 414-433-9107 or email customerservice@m3milwaukee.com during business hours.

COUNTRY TERRACE CONDOMINIUM HOMES, INC.
BOARD OF DIRECTORS POSITIONS

The affairs of the Association are governed by an eight (8) member Board of Directors composed of two Association members from each of the four (4) streets of Country Terrace Condominium Homes. Each year four Directors of the Board are retired and four new Directors are elected. On a designated date, the Homeowners of each street meet in caucus at the Clubhouse for the purpose of electing the new Director from their street who will serve a term of two (2) calendar years. After serving a two (2) year term, no Director is eligible to succeed himself/herself until the next annual election of the Board of Directors, providing for a 1 year mandatory break from the Board.

> **Please Note:** Since the CTCH By-laws stipulates that there is only one membership per unit, regardless of the number of individuals that reside in a unit, the requirement for a 1 year break from the Board pertains to all individuals residing in the departing Board members unit.

In the event of a Board vacancy, the Board of Directors will choose a temporary Director that is from, whenever possible, a volunteer from the street the resigning Director was elected from. This volunteer can be solicited by members of the Board of Directors or by a special caucus of that street's members.

Since the CTCH Board of Directors is responsible for all activity within Country Terrance throughout the calendar year (January thru December) the outgoing Board does their final reporting at the January meeting, with Board turnover occurring has the last item of "New Business" at this meeting.

- This ensures that December activity, which includes but is not limited to the December financials, is adequately addressed by those Board members who have full knowledge of December activity, as well as the decisions and activities leading up to the actions taken during the last month of the calendar year.

- Upon completion of Board turnover, the new Board will enter the Executive Session portion of the meeting where the assignment of Board of Director positions is to takes place.

Board of Director Positions and responsibilities include:

President

- Provides oversight and coordination of all services.
- Communicates and coordinates all Board of Directors activities.
- Serves as primary contact and interface to Mike & Mike's Management Inc.

Vice President

- Serves as back-up to the President, taking over the duties of the President if he/she is unavailable.
- Oversees maintenance of grounds, including touring the grounds.
- Oversees maintenance staff contracted by Board of Directors.
- Checks pump as required.

Treasurer

- Provides financial oversight.

- Validates accuracy of all financial activity reported.
- Monitors expenses against current year's budget and prepares budget for the next year.
- Provides the next budget and detail breakout of the regular and special assessments included in the coming year's Monthly Maintenance Fee for distribution at the Annual Association Meeting.

Secretary

- Writes and publishes minutes of all Board of Directors meeting, Annual Association meeting and any special meeting of the Association membership.
- Distributes resident notifications, as necessary.

Communication (Group)

- Writes and distributes *Tree Lines* (the monthly Association newsletter).

Architectural Review

- Reviews resident landscape and exterior change requests
- Recommends change request approval or denial action to the Board of Directors

Communication (Individual)

- Welcomes new residents
- Acknowledges life events at Country Terrace Condominium Homes (CTCH)

Clubhouse Oversight

- Provides access code to residents who have rented the clubhouse
- Supervises clubhouse, including status review of clubhouse after a party (to determine whether security deposit should be returned).

A listing of the current CTCH Board of Directors is provided in the monthly *Tree Lines* publication, along with contact information.

MONTHLY MAINTENANCE FEE AND COLLECTION

MONTHLY MAINTENANCE FEE:

Please see The Country Terrace Condominium Homes annual budget for the current amount of fees owed monthly. This includes a detail breakdown of the regular and special assessments included within the monthly maintenance fee. Fees are due and payable between the 1st and 10th of each month. Payment can be made in advance. Multi-payments can be made, but in advance only.

Interest shall be charged on delinquent balances in the amount of 18% per annum (1 1/2 % compounded monthly). In addition, late fees for each late payment shall be charged as set forth below.

If you have questions where to mail your association fees, please contact Mike & Mike's Management at 414-433-9107.

COLLECTIONS:

1. Each owner is assessed a monthly fee based on the percentage of ownership. The Association depends on timely receipt of these assessments to function properly. Late payments or non-payment of assessments can be a serious problem for the Association.

2. All assessments are due on the first of each month, unless there is something in writing from the Association setting a different due date. Any assessment not paid within ten (10) days of the due date will be charged a $25 late fee.

3. To minimize cash flow problems and encourage compliance, an account may be turned over to an attorney for collection and liens may be filed against a unit when an assessment is 90 days past due. In addition, the unit owner will be assessed $25 for administrative costs and shall be responsible for any attorney fees associated with the cost of collection.

4. Any unit owner whose check or payment is returned for any reason, including insufficient funds or a closed account, shall be charged a $50 fee.

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ENFORCEMENT

Country Terrace Condominium Homes unit owners shall be responsible and liable, subject to compliance with any applicable law (See Sec. 703.24 Wis. Stat. relative to the liability of tenants) for the conduct of the occupants of their unit, their guests and any damage they may cause.

Should any guest create a disturbance or commit an act of vandalism, such guest may be excluded from the recreational facilities and/or common areas. Resident host shall immediately take corrective action.

The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

1) **A WRITTEN WARNING <u>for a Unit Owner or resident's first violation</u>** of the Condominium Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

2) **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

3) **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

4) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, <u>when in the sole opinion of the Board of Directors</u> the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.

2. The violation was malicious in its intent.

3. The violation is evidence of a pattern of the resident’s or Unit Owner’s non-compliance with the Condominium Documents.

4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e., if alterations are made that cannot be restored to their original state.)*

Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

5) In lieu of a fine, the Association may remove or correct the violation where applicable, the cost of which, including reasonable attorney's fees, shall be borne by the Unit Owner.

6) In lieu of or in addition to a fine, the Board may also remove the Unit Owner's right to use the Association recreational facilities.

Attorney Fees

The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

Any Unit Owner or resident who has been accused of violating the Condominium Documents, has been fined, or has the right to use recreational facilities removed, may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

GRIEVANCE COMMITTEE RULES AND PROCEDURES:

The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

1. A letter shall be sent by certified mail, return receipt requested, informing all parties:

    a. Of the time, place and date of a hearing before the Grievance Committee.

    b. Of the right to counsel.

    c. That evidence shall be received and a record made whether or not the party complained against attends.

2. The hearing shall be divided into two (2) sections:

    a. The hearing.

    b. The determination and decision.

3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

    a. The award was procured by corruption, fraud or undue means;

b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

c. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

d. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

INDIVIDUAL COMMUNICATIONS (WELCOMING) COMMITTEE

Welcome to Country Terrace. We feel confident you will soon agree that Country Terrace is indeed a most comfortable community for the enjoyment of condominium living.

Your Association is governed by three documents: the Condominium Declaration, the By-laws of the Association and the rules and regulations. You should have a copy of each and are responsible for understanding their contents. Your association membership provides for maintenance of the common areas which is explained in By-laws Article 7.4, exterior maintenance of your residence structure, lawn care, snow removal, use of pool facilities and the clubhouse. None of us, as individuals, has the responsibility or authority over any "common areas", which include residential structure exteriors, lawns, walkways, parking lots, roads, the swimming pool and clubhouse. "Common areas" are the responsibility of the Association, acting through its Board of Directors.

Your Board of Directors conducts the business of the Association. The Board consists of two elected street representatives from each court who normally fill alternating two-year terms. As voted upon by the membership at the November 1991 annual meeting, one replacement representative for each court is elected at an annual street caucus held prior to the Association annual meeting.

Your Board holds scheduled monthly meetings. At these meetings, the Board addresses normal business matters as well as concerns of individual members. Concerns addressed to the Board should be submitted in writing to Mike & Mike's Management Inc. via mail to 2665 S. Moorland Rd. Suite 209 or email to customerservice@m3milwaukee.com.

Consider making yourself available for election to the Board. Serving on the Board is a rewarding learning experience. The Association will in turn benefit from your personal knowledge and expertise.

COMMUNICATION POLICY

OFFICIAL NEWSLETTER

1. **Description.** The official means of communication between the Board of Directors, Management and homeowners of Country Terrace Condominium Homes, Inc. is the Association's newsletter, *Tree Lines*.

2. **Purpose.** The Association's newsletter is a communication tool for circulating critical association information, communicating information between residents and building bridges between neighbors that will strengthen the whole association.

3. **Oversight.** The Communication Committee Chairperson will coordinate all activity required to prepare and publish *Tree Lines*.

4. **Input.** Homeowners may request information to be published in *Tree Lines* by providing the information to the Communication Committee Chairperson. Requests may be submitted as follows:

   - In writing and placed in the Chairperson's newspaper box
   - Hand delivered to the Chairperson at the monthly Board of Directors meeting
   - Sent to the Chairperson via e-mail.

   All requests must contain the unit owner's name and information clearly written. The Communication Committee Chairperson will present the homeowner's request to the Board for approval at the monthly meeting prior to publication of *Tree Lines*.

   The Board of Directors has the right to deny any request that does not include the resident's name and does not provide positive communication between homeowners.

   Should the homeowner's request for input be denied, a written notification will be provided to the resident within 5 days of denial.

5. **Content.** The Association's newsletter will contain information which is deemed important to owners such as updates on the accomplishments of the Board of Directors or management, information pertaining to Country Terrace Condominium Homes events, meetings, input from homeowners, or any other information which the President/Board and Manager deem pertinent. The President may assign content articles to board members who must comply with input deadlines.

   The newsletter shall not contain material that may reasonably be considered offensive, inflammatory, or illegal or information used to perpetuate gossip.

6. **Deadlines.** Information to be published in the monthly newsletter shall be received by the Communication Committee Chairperson at a time determined by the Board of Directors.

7. **Special Notices.** Information that is important but will not reach the owners timely through the regularly scheduled newsletter will be prepared and distributed separately, such as Notice of the Annual Meeting.

8. **Preparation and Distribution.** The Communication Committee Chairperson is responsible for preparation, duplication, and distribution of the newsletter. The Chairperson will work closely with the President or designee, on the content of each newsletter. The Chairperson will provide the President with a draft copy of the proposed newsletter for review and approval prior to duplication and distribution.

ARCHITECTURAL REVIEW COMMITTEE

The primary responsibility of the Architectural Review Committee is to assist in protecting the right of the Association members as a whole by controlling proposed structural modifications and exterior plantings, so as to avoid adversely affecting the existing harmony of external design found in the surrounding structures and topography. The Committee's control related decisions must include any impact the proposed modifications would have on future insurance and maintenance costs.

The Committee's review and decisions are dictated in a large part by the rules set forth in the CTCH By-laws Articles IX and X. Please refer to your By-laws for more complete information. For your immediate information, some modification rulings as set forth by the By-laws or the Board of Directors following approved usage are presented here.

Association members shall not alter in color, install, erect, apply, construct by any manner or means any lighting, screens, awnings, decorations, fences, slabs, walks, nor plant or remove shrubbery or trees without first receiving written approval from the Board of Directors, or by the Architectural Review Committee. Installation of antennas and/or satellite dishes is governed by Bylaws Section 9.3(k).

Exterior light fixtures attached to residence walls are the homeowner's responsibility. The replacement of these fixtures is the homeowner's responsibility, with the replacement kind, type, and color requiring the Architectural Review Committee approval.

The unit windows, patio doors, entrance door and garage door are the responsibility of the homeowner for maintenance, repair and replacement. Prior to the replacement of any window, patio door, entry door or garage door, the homeowner must provide the Architectural Review Committee with detail specifications for the window or door, including type, color and manufacturer. The replacement window or door should be similar in style and look as the window or door being replaced, unless of deviation in style is requested and approved by the Board of Directors. To facilitate the approval process, the Board of the Directors may request that a picture of the replacement window or door be provided.

Exterior faucets (often used for garden hose connection) maintenance and replacement are the homeowner's responsibility.

Regarding fences, the wood "divider" fences installed between adjoining residence units to provide privacy do remain the Associations responsibility for maintenance and replacement. Wood fences for terrace courtyard enclosures, decks or patios, constructed by past or current homeowners per Architectural Review Committee approval remain the responsibility of the current homeowner for repair, removal, replacement, maintenance, and painting. These activities require prior Architectural Review Committee review and approval.

Shrubbery and trees within the areas recognized as being "common" areas remain the Association's responsibility for maintenance, replacement, or removal.

The planting of flowers, either "annual-type" or "perennial-type", and shrubs within three (3) feet of the homeowner's unit structure does not require Board or Architectural Review Committee approval, with the exclusion of invasive plants which are prohibited. All areas beyond the three feet immediately adjacent to a unit structure are considered "common area" and require Board or Architectural Review Committee approval for the planting or removal of any flowers or shrubs. Some of the areas surrounding a unit that come under this "common area" classification include:

- the area on the non-unit side of a walkway or patio,
- the area on the non-patio side of a privacy brick wall,
- the area bordering a driveway that is beyond three feet from the garage structure, and
- the area surrounding a mail box post.

The planting and removal of all trees require Board or Architectural Review Committee approval.

Plantings made by past or current homeowners, following Architectural Review Committee approval remain the maintenance responsibility of the current homeowner.

Procedurally, the homeowner desiring to make an exterior modification must submit a plan and specifications, sharing the location, nature, shape, height, material, color, type of construction, and any other Board specified information in writing to the Architectural Review Committee. The Committee will review the request and make a recommendation to the Board of Directors for final approval or rejection. The homeowner is then contacted in a timely manner by a Committee member advising the homeowner of the decision. The homeowner may then proceed accordingly.

> **Please Note:** The Architectural Review Committee's approval of an exterior modification request will remain effective for a maximum period of one year. If the homeowner has not made the requested modification during this one-year period, a new request must be submitted for approval if the homeowner wishes to proceed with the modification.

Please do not hesitate to contact your Architectural Review Committee if you have any questions related to that Committee's responsibilities.

ANTENNA, SATELLITE DISH AND SECURITY CAMERAS INSTALLATION

See CTCH By-laws Article IX, Section 9.3(k).

ATTACHMENT OF ITEMS TO VINYL SIDING/MAINTENANCE

The installation of vinyl siding on all units comes with new restrictions. Homeowners will no longer be allowed to install any apparatus to the exterior walls, trim or soffit of their unit that requires the vinyl siding to be punctured or which will cause the siding to be marred or damaged. This includes, but is not limited to, the following: shutters, plant boxes, lattice, water hose holders, hooks for hanging plants, decorative address plates, etc. The only exceptions are the standard address plates, as installed by the siding contractor, and exterior lighting which must be installed on the blocks provided for this purpose.

Homeowners who violate this regulation will be fined and will be assessed the cost of the repairs needed to return the siding to its original state.

It is the responsibility of the homeowner to clean vinyl siding as needed. No harsh chemical should be used. Spraying siding with a garden hose will dislodge most dirt and debris. If mold or mildew exists the product **E-Z House Wash** (available locally) is the suggested cleaner.

YARD WASTE REGULATIONS

Yard waste will be collected by Country Terrace Condominium Homes' landscaper on their regularly scheduled day of lawn maintenance. The procedure will be a follows:

1. CTCH provides you with a plastic bin for the deposit and collection of your yard debris.

2. Leave your CTCH supplied plastic bin with the yard debris inside at the edge of your driveway; away from the mailbox (so as not to interfere with mail delivery) by 8:00 a.m. the morning of pick-up.

3. Your plastic container will be emptied by a member of the landscaping staff, and left for you to reuse.

4. After pick-up, immediately return your empty container to a storage area out of view. These containers must not be stored outdoors. This same rule applies to garbage cans.

PLEASE NOTE:

- At no time will it be permissible to sweep yard waste into the street or to pile yard waste on a "common area" of the complex.

- Yard waste consist of the following materials: grass clippings, twigs branches and other garden refuse.

- Units will be assessed with a fine for failure to follow protocol.

- If your CTCH supplied plastic bin is lost or damaged, a new bin can be obtained from the Association at a cost to the homeowner.

City of Mequon Statement

The State does not allow yard waste items in landfills; therefore, your refuse hauler cannot take them. You may either have a private landscape contractor handle your needs or take yard waste to the City Recycling site on Bonniwell Road (between Green Bay Rood and Cedarburg Road) yourself. To use the City Recycling site, you must secure an annual permit. The current cost of this permit is $25.00.

** CTCH's landscaping company pays for this service. The intent is to avoid duplicate payments for the same service and to promote curb appeal. **

CLUBHOUSE RESERVATION PROCEDURES

Reservations for use of the clubhouse are handled by the Clubhouse Oversight Chair, a member of the CTCH Board.

Reservations are made based on availability. The cost for use of the Clubhouse is $40.00. This will be billed to the renter by Mike & Mike's Management Inc. per information from the Clubhouse Oversight Chair. The Clubhouse Oversight Chair will inspect the clubhouse after use and determine if there are any damages. Those damages will then be added to homeowner ledger and must be paid within 30 days.

PLEASE NOTE:

- The pool CANNOT be reserved at any time.
- The clubhouse may be reserved for only one day during any given weekend (Friday through Sunday) by any one homeowner.

The homeowner renting the clubhouse will receive a unique combination lock number for clubhouse access through the back door. On the day of their rental, the Clubhouse Oversight Chair will place on the clubhouse bar a list of clubhouse usage rules, clubhouse equipment operating instructions and a form that must be completed by the homeowner prior to vacating the premises. In preparation for their event, it is recommended that the homeowner review the *Rules and Procedures for Clubhouse Use and Clubhouse Equipment* Instructions sections of this document.

PLEASE FOLLOW ALL PROCEDURES!

RULES AND PROCEDURES FOR CLUBHOUSE USE

RULES FOR CLUBHOUSE FUNCTION

1. The maximum size party is 50 people.
2. No one is allowed in the clubhouse at any time without an adult RESIDENT present.
3. In consideration of our fellow homeowners, anyone reserving the clubhouse is urged to use discretion in the number of guests using the pool at any time. The use of the pool cannot be restricted by the homeowner renting the clubhouse. The pool is to be shared with other homeowners and their guest.
4. All clubhouse furniture MUST remain in the clubhouse at all times.
5. Nothing should be pinned or attached in any way to clubhouse walls or doors.

6. All alcoholic beverages MUST be removed immediately following the party!

7. Homeowner's and their guests are urged to keep noise to a minimum in consideration of their neighbors, especially when leaving the clubhouse.

8. Clubhouse functions should be planned to end no later than 11:00 p.m. on weeknights (Sunday through Thursday) and no later than 1:00 a.m. on weekend nights (Friday and Saturday).

9. If the air-conditioning unit is being used, all exterior doors and windows MUST be kept closed.

10. The clubhouse has a No Smoking Policy.

11. The homeowner renting the clubhouse assumes total responsibility for any theft, damage and all clean-up.

Reference *Clubhouse Equipment Instructions* on page 22 for instructions on the use of clubhouse equipment, including heating and air conditioning.

CLUBHOUSE CLEAN-UP

Clean-up MUST be completed by 10:00 a.m. the day following clubhouse use. THIS SHOULD INCLUDE VACUUMING, WIPING AND REPLACING TABLES AND CHAIRS, WIPING OFF THE BAR AREA AND TOTAL KITCHEN AND RESTROOM CLEAN-UP, INCLUDING TRASH REMOVAL AND RECEPTACLE CLEANING. If the cleanup is not adequate or has not been completed, per the inspection standards of the clubhouse oversight, a professional cleaning service will be contracted to perform the cleanup at the renting homeowner's/resident's expense.

- Make sure all furniture is returned to their original positions.

- Replenish paper supplies in the kitchen and bathrooms as needed from the supplies located in the closet next to the coat rack in the entranceway.

- Remove all garbage/trash. Place all garbage and recyclables in the appropriate containers outside the rear exit door.

BEFORE VACATING CLUBHOUSE

1. Check the restrooms for possible running water and the kitchen and restrooms for open faucets.

2. Return the thermostat to 55 degrees in the winter. In the summer, turn the air conditioner to the OFF position.

3. Turn off TV.

4. Turn off all lights EXCEPT:

   - Outside patio lights (the switch is located on the wall adjacent to the patio doors)
   - Stairway flood light (the switch is to the right of the stairs as you enter the clubhouse)

CLUBHOUSE LOCK-UP REQUIREMENTS

1. Place the patio door lock bars to the lock position.
2. Relock the outside door to the restroom area, if the pool is not in use.
3. Make sure all doors are securely closed and the dead-bolt locks on the back exit door and the door to the restroom area are locked (i.e., in a horizontal position.)
4. Complete the "Check-off List". Sign and date the form.
5. Leave the "Check-off List" on the clubhouse bar for pick-up by the Clubhouse Oversight Chair.

CLUBHOUSE EQUIPMENT INSTRUCTIONS

1. HEATING AND AIR CONDITIONING

The thermostat is located behind the bar and functions exactly as the control in your home. Set for either cooling or heating and set the control for the desired temperature.

2. VENTILATION

There are two vent fans. The switches are located on the wall as follows:

- Meeting room - Below the television set.
- Kitchen – Above the sink area. The left switch is the vent fan. (The right switch is for the garbage disposal.)

3. TELEVISION

The television remote, located behind the bar on the shelf, has been pre-set to receive all the local channels. There is no cable available in the clubhouse.

4. FIRE EXTINGUISHER

A fire extinguisher is located on the north wall in the kitchen (behind the door). Follow the instructions for proper use.

SWIMMING POOL RULES

The following rules adopted by Country Terrace were the result of extensive research into current condominium and private club rules, and consideration for all factions of those living at Country Terrace was done. The rules are in place because of liability concerns and out of respect for our neighbors of all ages. We strive to make the pool pleasurable and safe for all. Comments are always appreciated.

1. Pool hours: 6:00 a.m. to 10:00 p.m. daily.

2. All guest MUST be accompanied by a current homeowner, guest are not permitted at the pool without homeowner at any time. Failure to follow this rule may result in fine or suspension of use of facility

3. Children under 15 years of age must be accompanied by an adult. (An adult is 18 years of age or older and is a current homeowner.)

4. Residents will be held responsible for the actions of their guests.

5. No food of any type is permitted in the pool area and all drinks must be in plastic or paper containers to be disposed of by each resident.

6. No pets are allowed in the pool area.

7. Any person using suntan oil must cover the furniture with a towel or blanket before using the furniture.

8. Running, rough play, unnecessary noise, spitting, profane or abusive language will not be permitted in the pool area.

9. Proper bathing attire must be worn in the pool - no street clothes, except a t-shirt worn over a swimsuit.

10. Use of toys, rafts, or inflatable objects should be used with discretion and respect for other swimmers. Throwing or use of the above should not be a safety hazard or annoyance to others.

11. Furniture must not be removed from the locked pool area. Please return furniture to the original position after use.

12. Life preserving rings and ropes are for your safety and emergency use only.

13. Music is not permitted in the pool area except with the use of earphones.

14. Cleanup after use of the pool should include returning pool furniture to its original position, closing umbrellas, and make sure the gate is closed tight and locked.

15. Complaints: If you observe a rule violation or some other behavior not specifically in violation of the rules, but clearly not acceptable to you, please express your objection to the parties involved in a constructive and positive manner. Although we appreciate being informed of clubhouse and swimming pool violations, we cannot police the pool at all times.

16. Replacement pool keys will cost $25.00/key

NOTE: For insurance reasons, the gate must remain closed. It may not be propped open at any time.

Notice: Pool privileges could be suspended for residents violating these rules effective 11-1-1999.

ANIMAL RULES

The keeping of dogs, domesticated cats, caged birds and fish is allowed but requires adherence to the CTCH Association rules and regulations presented. At no time will the maintenance of more than three (3) animals total, not more than two (2) of which are dogs, will be allowed. The maintenance, keeping, breeding, and/or raising of other animals, livestock, or poultry of any kind, regardless of number is prohibited.

Animal related rules and regulations established by the Association include and may be in addition to those of the City of Mequon regarding license requirements, animal behavior, and owner responsibilities. It remains the responsibility of each association member to understand and adhere to those rules and regulations.

Animal owners for their own benefit, as well as their animal's, should be aware of the City of Mequon ordinances regarding the keeping of animals within city limits, which calls for the licensing of all dogs, places a limit on the number of household animals allowed and prohibits them to be "at large" when running free on any premise other than that of its owner.

Per the City of Mequon, a non-vicious animal will not be deemed to be "at large" if:

- It is attached to a leash of sufficient strength to restrain the animal and not more than ten feet in length where such leash is held by a person competent to govern the animal.
- When the animal is properly restrained within a motor vehicle, provided that such vehicle is properly ventilated for the animal's safety; or
- When not more than 50 feet from its owner or the agent of such owner in charge of such animal, and competent to govern such animal, at such distance, if the animal is not annoying or worrying pedestrians or trespassing on private property or public areas where such animals are forbidden.

All City of Mequon ordinances regarding the keeping of animals can be referenced at http://www.ci.mequon.wi.us.

CTCH ASSOCIATION ANIMAL MAINTENANCE RULES

1. Animals must be housed internal to your residence; no exterior cage or kennel is permitted. No fences of any type, temporary or permanent, can be erected to contain animals outside.
2. No animal can be kept, bred or maintained for commercial purposes.
3. No animal shall be allowed to create a nuisance or annoyance or otherwise impose upon the rights of other residents.
4. The animal owner is responsible for ensuring that the keeping of animals within their unit does not result in a health hazed.

5. The Association has extended the City of Mequon's "at large" rule to include the complex's "common" areas, but with the following modifications:

    a. When outside, a dog must be secured at all times using a tie-out, rope, leash or chain of sufficient strength to retain the animal. An animal is only permitted outside the unit if they are under the control of the animal owner or an agent of the owner in charge of the animal.

    b. When walking a dog on the complex walk paths or streets, a leash that is no more than 10 feet in length must be used, as per City of Mequon rules.

    c. When securing a dog or cat outside the unit, the tie-out, rope, leash or chain used must be of such length as to prevent the animal so secured from roaming beyond 25 feet of the animal owner's unit or unit being visited, or of lesser length, to prohibit the animal from accessing their neighbor's limited common area (i.e., patio, driveway, unit walkway and the 3 feet adjacent to their unit structure used for the planting of flowers and scrubs.) Nor can the tie-out, rope, leash or chain be of such length that it causes the animal to venture onto a walk path or street, or interfere with another animal being walked on a walk path or street.

6. If a stake is used to secure a tie-out, rope, leash or chain, the stake must be placed within the limited common area of the animal owner's unit or unit being visited by the animal owner. The limited common area being the patio, driveway, unit walkway and the 3 feet adjacent to their unit structure. The placement of a stake beyond these limited common areas is considered to be a "prohibited" obstruction per Bylaw 9.3(b) which states: "There shall be no obstruction of any common area." This is an obstruction that, due to the limited height of the stake, may not be readily visible and could result in liability to the Association through harm to a person or landscape equipment.

7. In order to keep the grounds clean and sanitary, animal owners are required to immediately clean-up and properly dispose of all animal droppings.

8. Each unit owner assumes all responsibility for common area damage or the damage to the limited common area of another unit owner caused by their animal, including all cost to return the area to its original condition.

A unit owner who keeps or maintains an animal shall be deemed to have indemnified and agreed to hold harmless the CTH Association, the Board of Directors and the Managing Agent from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the condominium complex.

Any person convicted of violating any provision of this section shall be subject to a penalty as provided under the *Enforcement* section of this document.

RULES & REGULATIONS FOR USE OF THE CTCH CORRAL

1. The CTCH corral is located adjacent to the clubhouse and is intended for homeowners to store large personal properties which the individual homeowners do not have room for in their garage.

2. The use of the corral is limited to current residents/homeowners of CTCH and is based on availability of space.

3. The use of the corral is available for a monthly fee of $25.

4. To use the corral a resident must fill out an application which can be obtained from Mike & Mike's Management Inc. by email customerservice@m3milwaukee.com or call 414-433-9107. This application must be renewed each year. Any motorized property, to be stored by a resident, must provide a set of keys along with the application so the property can be moved as necessary.

5. The Vice President is responsible for the control of all usages of the corral. This includes placement of any and all properties stored in the corral. Any resident who wishes to have access to his/her stored property will be given a key by Mike & Mike's Management Inc. for that access. Application and property keys (if applicable) are to be kept in the CTCH office.

6. CTCH is not responsible for any liability due to storage of any homeowner's property in the corral.

SNOW REMOVAL

Country Terrace snow removal and ice control are performed by contracted crews as authorized by an annual contract entered into with the association. The snow removal contract includes the plowing of the streets, driveways, and clubhouse parking area. The removal of snow from patios and walkways leading to individual residences is the responsibility of the homeowner.

Country Terrace snow removal policy is:

1. Snow plowing activity starts after at least 2" of snow has fallen and snowfall has ended.

2. Snow plowing of "first priority" category starts when the snowfall becomes a "major storm", i.e.; 6" or more of snow.

    a. "First priority" plowing remains in effect as long as necessary to keep our complex's streets open for safety and emergency traffic.

    b. Upon completion of "priority plowing", the contracted crews direct their activity to the widening of the streets and removal of banked snow from driveway entries to provide access.

3. Driveways are scheduled to be plowed upon completion of a snowfall in excess of 2".

    a. Clean-up activity on driveways is done per the snow contract in place.

    b. Removal of snow within 12" of the garage doors is the homeowner's responsibility.

4. Your understanding of the difficulty inherent in snow removal and cooperation with the contractor is necessary for the timely, effective completion of the plowing.

    a. Vehicles and any other obstructions parked on the street must be removed by the owners (including visitor owned obstructions) upon becoming aware of pending snowfall. Parking space is available at the clubhouse lot. Obstructions left on the street will be plowed around at the owner's risk.

    b. When vehicles and any other obstructions are left on the driveway, the driveway will be cleared as good as conditions permit. The remaining snow then becomes the owner's responsibility.

Concerning snowfall & Ice treatment; the following protocol should be followed:

1. Call Vice President or President of the Board of Directors.

2. If they are unavailable, call your street representative.

3. Vice President and President will call Mike & Mike's Management Inc. and they will handle issues reported.

4. If resident is unable to reach any of the above, please call Mike & Mike's Management Inc. at 414-433-9107.

To maximize effective dispatching of plowing crews, and to minimize confusion in utilization of crews, communication with the Contractor is the responsibility of and is limited to the Property Manager at Mike & Mike's Management Inc. and the Board of Director President.

Association members concerns related to snow removal or ice control should be directed Mike & Mike's Management Inc. at 414-433-9107, or contact your street representative for assistance.

Snow plowing related damage claims of non-emergency nature should be put in writing and submitted to Mike & Mike's Management Inc., 2665 S Moorland Rd. Suite 209 or email customerservice@m3milwaukee.com for processing. Damage reports should include, but not limited to, the following information:

- Location of damage
- Description of damage
- Time and date of occurrence

RECYCLING & TRASH PICKUP

Recycling and trash collection services are provided by an outside contractor that is authorized by an annual contract with the Association.

The collection schedule is determined annually at the time of the contract agreement. Garbage is collected weekly; recyclables are collected by weekly. Check with your street representative for the current weekly collection day. Should a national holiday fall on collection day, or any prior day during the week, pick-ups will be made on the next business day.

The suitable containers for both recyclables and trash/garbage are to be placed at the end of your driveway for pickup. Presently, this should be done prior to 8:00 a.m. on the pick-up day or the night before after dark. Placing your address on your trash/recycling containers helps to assure return to you in the event of strong winds.

For trash/garbage material, the suitable container is the solid type with the container's lid securely in place at all times. Recyclable materials are to be placed in yellow top container. All recyclable materials may be mixed together. Recyclable materials including aluminum cans, glass jars and bottles, plastic (class 1-7), and steel/tin cans should be cleaned/rinsed before they are placed into the recycling container. Recyclable paper products including cardboard (corrugated, cereal boxes), newspapers, envelopes, office paper, magazines, catalogs, and phone books can be placed into the container loose. Corrugated cardboard boxes and paperboard boxes should be flattened. Shredded paper should be placed in a paper bag. The use of a plastic bag for this purpose is not allowed. At no time should plastic bags be placed in the recycling container.

Please Note: Your Trash Bin and Recycling Bin must be stored in your garage. The storage of these bins outside your unit is not allowed.

Pickup for "special products" such as water heaters, washers and dryers, can be arranged by the individual homeowner. The homeowner can discuss pick-up of the item being replaced with the vendor supplying the new item, a scrap dealer, or our collection contractor. (The recommendation can be available through Mike & Mike's Management Inc.) Our contractor will determine the cost of a "special product" pickup upon receipt of necessary information and will inform the individual homeowner as this is the homeowner's responsibility.

Household hazardous waste materials including oil-based paint/lacquers/varnishes, pesticides and herbicides/fungicides, thinners and solvents, small amounts of gasoline/kerosene, household batteries, strippers and degreasers, rodent bait, undiluted acids and bases, used antifreeze and aerosols can only be disposed of by being dropped off at a designated waste facility. An identification card is necessary, and is procured from our local municipal clerk at no cost. Usually the material will have to be brought in original containers, and amounts are limited to 5 gallons of liquid or 40 pounds of solid waste.

Check the City of Mequon (ci.mequon.wi.us) for further information regarding recycling dates for large electrical products.

There are many typical household hazardous products used around the home or grounds that can be safely disposed of, re-used or recycled, or discarded by use of alternative disposal (not by normal pick-up) as given in the following page.

ALTERNATIVE DISPOSAL RECOMMENDATIONS

LATEX OR WATER-BASED PAINT

If unusable, remove lid and place in well ventilated area. After contents have solidified, replace lid and place in trash. Paint can be dried more quickly by pouring ½ inch layers into a cardboard box lined with plastic or newspaper, or into a box filled with sand, vermiculite, or kitty litter.

MOTOR OIL

Contact the Ozaukee Co. Highway Dept. (co.ozaukee.wi.us).

AUTO BATTERY

Trade in or take to the local battery retailer for recycling.

WINDSHIELD WASHER SOLUTION, PAINT BRUSH CLEANERS CONTAINING TSP, RUST REMOVERS, CLEANERS CONTAINING AMMONIA, CHLORINE BLEACH, EXPIRED MEDICAL PRESCRIPTIONS, RUBBING ALCOHOL, COSMETICS, NAIL POLISH REMOVER, TUB/TILE AND SHOWER CLEANERS, DISINFECTANTS

Small quantities may be flushed down the drain with lots of water.

OVEN CLEANER, DRAIN OPENERS, TOILET BOWL CLEANERS CONTAINING SODIUM HYDROXIDE OR LYE

If connected to a municipal sewage system, flush down the drain with lots of water. Rinse the empty container before placing in the trash and be careful not to get the contents on your hands.

HEARING AID BATTERIES

These often contain mercury or silver. After a number have accumulated, drop them off at a hospital or a hearing aid center for recycling.

AMMUNITION OR EXPLOSIVES

Deliver to your local police, fire or county sheriff's department.

AUTO BODY FILLER, CERAMIC GLAZE, FIBERGLASS AND EPOXY RESINS, SHOE AND NAIL POLISH

These may be solidified and placed in the trash.

OTHER REMINDERS:

NEVER dump leftover products in a back yard or on the ground.

NEVER re-use pesticide or other chemical containers for other purposes. NEVER burn or bury leftover products.

NEVER mix chemical waste.

ALWAYS read product labels and follow use directions.

ALWAYS keep these products out of the reach of children.

TRY sharing unused products with others who may have a need. TRY buying just enough products to do the job.

TRY substituting a non-hazardous product.

USED SYRINGES CANNOT be accepted by the collection contractor in his weekly pick-up procedures. The contractor can have his permit to dump at the normal waste site revoked if used syringes are noted. Should an employee be pricked by a discarded syringe, a long testing procedure may be necessitated.

Sharp containers with directions for disposal can be purchased at local pharmacies.

INFRASTRUCTURE RESPONSIBILITY POLICY

SEWER LINES

All units in the Country Terrace Condominium Homes development are side by side type units (a unit is one building with two residences) where two mirrored residences make up one building, either single story ranch style or two-story townhouse style. All units are served by one sewer lateral that connects to one residence first and then continues on to connect to the second residence.

Two types of problems typically may occur if there is a sewer malfunction. One caused by human error (i.e.: backups caused by human waste, toilet tissue, or foreign object) and problems caused by mechanical failure (i.e.: collapsed pipe, sagging pipe, or tree roots).

In all cases where the cause of the sewer problem is shown to be of human error, the costs for resolving the problem shall be borne by the homeowner. If the problem is shown to be of human error and exists in the portion of the sewer pipe that is conjoined (the portion from the main sewer line to the point where they split off to each unit), the cost of repairs shall be borne by both unit owners.

In cases where the cause of the problem is shown to be mechanical failure, two scenarios exist. If the cause of the problem exists in the drainage system not under a unit which conveys its discharge to a main sewer, the cost of repairs will be borne by the association. If the cause exists in the drainage system under a unit, the cost of repair shall be borne by the individual unit owner.

WATER LINES

As with the sewer line, there is only one water supply line to each unit. After the main supply enters the building, it splits off to supply each individual residence.

The Association's responsibility for water supply lines ends at the point where the water comes in from the street, enters one of the residences, and splits off to serve each unit.

All internal water piping is the responsibility of the individual homeowner.

NOTE: This closely equates with how it works for a single-family homeowner where the homeowner is responsible for all repairs of any nature.

It is also understood that one of each of the two residences will be responsible for a portion of the pipe that is longer than the other residence. (The two halves of the unit are NOT equal. One is responsible for more sewer and water pipe than the other.)

Where the cause of the problem is shown to be the responsibility of the Association, the costs related to proving that responsibility will be borne by the Association.

The Association will not be responsible for the restoration of any finished basement areas that may be damaged during repair work.

The Association will assume responsibility for blockages caused by the incursion of tree roots, and for settled or sagging pipes that reside outside the unit and which are properly diagnosed by the use of an inline plumber's camera. Settled or sagging pipes that reside under the unit floor and all other blockages due to human activities are the responsibility of the homeowner, including the cost of the camera. The Association will not pay for the cost of refurbishing finished interiors damaged by any blockage.

In those situations where the Association has the responsibility for rectifying a problem, the homeowner must report the problem to Mike & Mike's Management Inc. before any action is taken. This is required so that an Association preferred contractor can be used to rectify the problem. If the homeowner employs their own contractor, their reimbursement for the work done will be limited to the amount that would have been charged by the Association preferred contractor.

USE OF OPEN AIR BURNING DEVICES

Special rules, percussions and considerations are to be employed when using an open air burning device such as a portable outdoor fire pit, chimney or other metal heater. Open air burning in approved containers shall be allowed but is subject to the regulations contained herein.

DEVICE SPECIFICATIONS

1. The open air burning device must be specifically designed for open air burning and be compliant with the following specifications.

2. The burn area of the device can be no more than 2 feet (.61 meters) in diameter.

3. The device should be no more than 4 feet (1.22 meters) high.

4. The device must be constructed of a non-combustible material.

5. All openings in the device must be covered with wire mesh or other screening materials that will prevent the passage of sparks or embers.

6. The only permitted fuels are charcoal, seasoned dry wood, manufactured logs, natural gas or propane.

SAFETY PRECAUTIONS

Fire safety is extremely important when using your outdoor air burning device. There are many factors to consider.

1. Keep it small not tall.

2. Fuel it right. Only permitted fuels may be used.

    a. The burning of yard waste, leaves, brush, vines, evergreen needles, branches smaller than three (3) inches in diameter, garbage, paper products and other rubbish are prohibited.

    b. The burning of materials which produce hazardous black smoke or an offensive odor is not permitted, e.g., tires, shingles, plastics, or lumber treated with preservatives.

3. Stay clear of structures and flammable materials.

    a. When in use, the device must be kept well away from flammable materials, such as buildings, wood fences, decks, stacked wood, or dry grass.

    b. The fires must be kept at least eight (8) feet from any structure or combustible exterior wall.

c. The device must be placed on top of a non-flammable surface, e.g., not on a wooden deck.

4. Take care not to overload the device. Keep the fire small. A “roaring” fire can easily get out of control. No flame shall exceed two feet in height.

5. Use a fire screen and/or spark arrester that properly fit the burning device to contain any embers or ashes caused by the fire.

6. Stand guard and extinguish. An adult capable of extinguishing the fire must attend it at all times, and the fire must be extinguished before leaving it.

   a. Use water, sand or dirt to smother any burning embers or ashes.

   b. Stir ashes until everything is cold to the touch.

   c. Don’t discard ashes or embers in trash container until the next day. Instead, collect ashes in a metal bucket and leave it outside overnight. Douse with water again in the morning before discarding the ashes in the trash.

7. Have adequate safety equipment such as a bucket of water, garden hose, portable water pump or portable multi-purpose fire extinguisher readily available in case anything goes awry.

8. Do not use an outdoor air burning device on high wind days.

PARKING REGULATIONS

1. There is to be no parking overnight on any street within Country Terrace Condominium Homes' property.

2. If your guest needs to park overnight, they can use the clubhouse parking lot for up to 1 week. If a longer period of time is needed contact the board President.

3. No commercial vehicles or trailers can be parked on any driveway or street overnight.

4. No Recreational vehicles may be parked on any driveway or street overnight.

5. If you need to store your recreational vehicle, this can be done so in the corral by the clubhouse. Please refer to the corral use section of the Country Terrace Condominium Homes Rules and Regulations located on page 21.

6. Special accommodations can be approved by the Board of Directors.

MEETING QUORUM, PROXIES AND VOTING

This section sets forward the rules and procedures that apply to fulfill the requirements for holding the regularly scheduled Annual Meeting, or any Special Meeting, of the Country Terrance Homes, Inc. (CTCH) Association, whether or not a "vote" of the Association Membership is to be taken at the meeting.

MEETING QUORUM

Per Article 3.5. (*Quorum*) of the Amended and Restated CTCH By-laws, a meeting of the Association Membership, which excludes Board of Directors meetings, cannot take place unless 25% of the membership is present, either in person or by proxy. This quorum is needed whether or not a vote is to be taken at the meeting. The 25% quorum rule also applies to the annual caucus meetings held by each street for the purpose of voting for the member from their street that is to represent them on the Board of Directors for the next 2 years.

PROXIES

If a member is unable to attend an Association Meeting, that member may appoint any other member or legal representative as his/her **proxy**. If the proxy is being given to an Association member to vote at the member's annual street caucus meeting, every effort should be made to give the proxy to a member that resides on their street. If this is not possible, the proxy can be giving to a member that resides on another street. It is advised that the member to receive your proxy be informed of your intent.

Each fully completed proxy must be registered with the Board of Directors Secretary at a time and place set by the Board for this purpose, which typically takes place at or before the designated meeting. Proxies may be provided to the Secretary via email or other electronic means. The Secretary will retain the proxy except when the proxy is needed for a street caucus. If the proxy is for a street caucus, the member retains their certified proxy for submission at the caucus meeting. Once the caucus votes are tallied, the street representative will take all submitted proxies and give them to the Board of Directors Secretary.

VOTING

Each unit is entitled to one and only one vote (membership). If a unit is owned by multiple individuals, only one of the persons present at the meeting can be counted for achieving a quorum and only one of the persons can vote.

When taking a vote, the following procedures under Robert's Rules or Order are to be applied:

- The chair/president restates the pending question or motion before a vote is taken.
- A majority decides a question except when basic rights of members are involved.
- A two - thirds vote is required for any motion that deprives a member of rights in any way (e.g., cutting off debate).

- Silence gives consent. Those who do not vote allow the decision to be made by those who do vote.

- The chair/president is to always remain impartial.

- The chair/president may vote only to create or break a tie (or 2/3 for matters requiring a 2/3 vote) – exception: the presiding officer may vote on any vote by ballot.

- A voice vote is normally used

- A show of hands or roll-call vote may be used if the voice vote is inconclusive.

- A ballot vote may be used for sensitive issues or when ordered by a majority vote of the assembly.

Discussion (Debate) Protocol

- Under *Robert's Rules of Order*, the right of members to participate in a debate is limited to two ten-minute speeches.

- The member who made the motion is entitled to speak first.

- Members are then called in the order in which they are recognized by the chair, with members who have not spoken yet receiving preference over those who have.

- The discussion should be related to the pending motion.

- A member speaking should not be interrupted unless a rule is being broken or the urgency of the situation justifies the interruption.

The group can modify the limits of debate to suit its needs.

ANTI-DISCRIMINATION ANTI-HARASSMENT POLICY

Country Terrace Condominium Homes, Inc. ("Association") is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

The Policy of the Association

It is the policy of the Association that discrimination of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

a. For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

"Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

"Hostile environment" harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

b. For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

Application of This AD-AH Policy

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.

- This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.

- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.

- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

Procedures

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action. To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

FENCES

Any type of metal fence, metal gate, metal panels (in place of a fence), decorative arbor or gazebos of any type are prohibited. Privacy fences in the front and rear of condos must be wooden and consistent in design with other fences.

Installation of wooden fences and decks require Architectural Committee review and approval (Section 10.4).

Wooden privacy fences can be constructed for the front/side courtyard (single story or townhouse) at the homeowner's expense. These must be board on board. New fencing must be painted the color of the condo siding within one year.

Replacement and painting of wooden privacy fences on the rear patios are the responsibility of the condo association. These fences are flat board fences. Rear patio fences are inspected yearly and replace according to condition.

Country Terrace Condominium Homes, Inc.
Resolution of the Bylaws

Enacted: 11/07/2024
Effective: 11/07/2024

Bylaws Resolution

WHEREAS, the Bylaws of Country Terrace Condominium Homes, Inc. at Article XIV, Section 14.1, allow amendments of the Bylaws by an affirmative vote of sixty-seven percent (67%) of eligible voting members.

WHEREAS, Article III, Section 3.10 allows action, including an amendment of the Bylaws, without a meeting by written ballot; and

WHEREAS the requisite affirmative votes were obtained with regard to amending the Bylaws by written ballot in accordance with the above-cited provisions of the Association's By-Laws on 11/07/2024, and provide as follows:

NOW THEREFORE, BE IT RESOLVED THAT Article IX, Section 9.2 shall be amended by deleting the ~~strikeout~~ language and inserting the underlined language to read as follows:

9.2. Leasing Prohibited. ~~No unit within the Association shall be rented for transient or hotel purposes. No unit within the Association shall be leased or rented without the written approval of the Board of Directors of the Association unless the owner thereof resides in the unit adjoining the unit to be leased. No portion of any unit (other than the entire unit) shall be leased for any period. Any lease shall contain a provision to the effect that the rights of the tenant to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such rules and regulations relating to the use of the common areas.~~

~~The occupancy of a unit by a member of the unit owner's family does not require written approval of the Board of Directors. A written and signed notification of this occupancy arrangement, however, must be provided to the Country Terrace Condominium Home, Inc. Association office by the unit owner within thirty (30) days of said occupancy.~~

~~Any institutional mortgagee of any unit who comes into the possession of the unit as a result of foreclosure or other judicial possession must attempt to list property under Wisconsin real estate laws for six months after the specified time expires and said mortgagee must notify the Association of any foreclosure action prior to the sale of said unit. The offer to seek purchase through the Association will be presented to the Board of Directors who will in turn attain favor or opposition by vote of membership Association.~~

(a) Renting of units is strictly prohibited within the Association and all units shall be owner-occupied ("Owner Occupancy Requirement").

(b) The Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust.

(c) The Board of Directors, prior to approving occupation by a Unit Owner's immediate family members as defined herein or if a unit is entity-owned, by a person having substantial ownership interest or is a trustee or beneficiary of a Trust, is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit, including requiring unit owners to fill out a Non-Owner-Occupied Unit Form fully and to the satisfaction of the Board, and provide other documents as may be requested by the Board.

(d) **In no event will the Owner Occupancy Requirement apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.** The Board of Directors will have discretion as to the administration of the Owner Occupancy Requirement and may pass Rules and Regulations to assist with the administration and enforcement contained in the Bylaws, and the Rules and Regulations, including fines and other remedial action required by a failure to timely provide the required documentation as required in 9.2(c).

(e) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the Unit Owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

11/6/2019 AMENDED BY-LAWS OF
COUNTRY TERRACE CONDOMINIUM HOMES, INC.
6611W 110N Aspen Tree Court

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Country Terrace Condominium Homes, Inc., and the Declaration of Condominium of Country Terrace Condominium Homes ("Declaration"), recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin, the following are adopted as the Amended By-Laws of Country Terrace Condominium Homes, Inc., which is a corporation formed to serve as an Association of unit owners who own real estate and improvements under the condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration (the corporation may herein after sometimes be referred to as "Association").

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, executors, successors and assigns. These By-Laws, as amended on the date shown above, supersede all Country Terrace Condominium Homes, Inc. rules and/or regulations that may be provided within any other document, with the exception of the Declaration, that may be used to convey or clarify the roles and responsibilities of the Association and its members.

ARTICLE II

Membership

2.1. Members. This corporation shall have one class of members. Every unit owner upon acquiring title to a unit, under the terms of the Declaration, shall automatically become a member of the association and shall remain a member thereof until such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

2.2. One Membership Per Unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. A unit owner shall be entitled to one membership for each unit owned by them.

2.3. Transfer of Membership. Each such membership shall be appurtenant to 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. Prior to transfer of a unit, the Association shall be given 15 days written notice of such transfer by homeowners transferring membership, including the name of new owners, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent.

ARTICLE III

Meeting of Members

3.1. Place of Meetings. Meetings of the membership shall be held at Country Terrace Condominium Homes Clubhouse at a date and time designated by the Board of Directors.

3.2. Annual Meetings. The annual meetings of the members of the Association shall be held during the first 10 calendar days during the month of November.

3.3. Special Meetings. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors or upon written request signed by 1/3 of the members entitled to vote and must be called upon receipt of said written request. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. If the special meeting is being called for the purpose of seeking to remove a Director under Section 4.6 herein, the stated purpose of the meeting must include documentation of the "just cause" asserted in favor of the removal.

3.4. Notice of Meetings. It shall be the duty of the Secretary to mail, or email if the owner has an email address on file with the Board, a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at his/her last known place of address at least five but not more than sixty days prior to such meeting. Attendance by a member at any meeting of the members shall be a waiver of notice by the member of the time, place and purpose thereof.

3.5. Quorum. The presence, either in person or by proxy, of members representing twenty five percent (25%) of all votes entitled to be cast shall constitute a quorum for the transaction of business at all meetings. Quorum for caucuses as described herein shall also be 25% of owners comprising that court/street.

3.6. Adjourned Meetings. If any meeting or caucus of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) business days from the time the original meeting was called.

3.7. Voting. Each member is entitled to one vote. The vote for any membership which is owned by more than one person either jointly or severally may be exercised by only one of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present are unable to agree on the manner in which the vote for such membership shall be cast, then such vote shall not be counted for purposes of deciding that question. If the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of a meeting, that unit owner is prohibited from voting at a meeting of the Association.

3.8. Proxies. A member may appoint any other member or legal representative as his/her proxy.

If a unit is owned by a non-resident member and said unit is occupied by a member of the unit owner's family the member may give his/her proxy to the family member occupying the unit. In no case may a non-member resident cast more than one vote by proxy and in no case may this proxy be for a member other than the owner of their unit.

Any proxy must be in writing and must be filed with the Board of Directors Secretary and approved by the Board of Directors at or before the time for the designated meeting. Proxies may be filed with the Secretary via email or other electronic means.

A proxy may only be effective for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee (per Wis. Statute § 703.15(4)(d)).

3.9. Order of Business. The order of business at all regularly scheduled meetings shall be as follows:

(a) Roll Call.

(b) Proof of Notice of Meeting or Waiver of Notice.

(c) Reading of minutes of preceding meeting.

(d) Introduction of new Directors elected at the four court caucuses held prior to the Annual Meeting (see Section 4.4).

(e) Reports of Officers, if any.

(f) Reports of Committees, if any.

(g) New Business.

In the case of special meeting, items (a) through (c) shall be applicable and thereafter the agenda shall consist of items specified in the notice of meeting.

All annual and special meetings of Association members shall be conducted according to Robert's Rules of Order with the Board of Directors Vice President serving as the parliamentarian.

3.10 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 Bylaws 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 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. Ballots may be provided to the Secretary by email or other electronic means. 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. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

Directors

4.1. Number and Qualifications. The affairs of the Association shall be governed by the Board of Directors composed of at least five and not more than eight natural persons, all of whom shall be members of the Association.

4.2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) Care, and upkeep of Country Terrace Condominiums and its general and limited common areas and services in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(b) Establishment and collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of Country Terrace Condominiums and for the proper care of the general or limited common areas and to provide services for the Association in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) Promulgation and enforcement of such rules and regulations and such restrictions on or requirements that shall be consistent with law and the provisions of these By-Laws and the Declaration. This includes the enforcement of those rules and regulations adopted by the Board of Directors and set forth in an ancillary document for the purpose of clarifying and supplementing the rules and regulations provided by law, these By-Laws and the Declaration.

4.3. Management. The Board of Directors may employ for the Association a management agent ("Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

4.4. Election and Term of Office. The Board of Directors will select four (4) dates that are no less than seven (7) nor more than 31 days prior to the date of the Annual Meeting. The four (4) streets of Country Terrace Condominiums will be assigned one each, to the four (4) selected dates. On their designated date, the Homeowners of each street will meet in caucus at

the Clubhouse for the purpose of electing one (1) Director who will serve a term of two (2) years.

After serving a two (2) year term, no Director shall be eligible to succeed himself/herself until the next annual election of the Board of Directors. No more than two (2) Directors shall be elected from each court. Directors' terms shall be staggered such that at least 1/3 of the terms expire each year.

4.5. Vacancies. Vacancies on the Board of Directors, caused by any reason, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

4.6. Removal of Directors. At an annual meeting of the Association, or a special meeting duly called by the Board of Directors or the members as provided for in Section 3.3 above for such purpose, any Director may be removed with just cause by the affirmative vote of the majority of the total Member votes entitled to be cast and a successor may then and there be elected to fill the vacancy thus created. The term of any Director who becomes more than sixty days delinquent in payment of any assessments and/or charges due the Association may be terminated by a majority vote of the Board of Directors and the remaining Directors shall appoint his/her successor as provided in Section 4.5 above.

4.7. Compensation. No compensation shall be paid to Directors for their services as Directors.

4.8. Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two Directors, on three days prior written notice to each Director, given personally or by mail or email, which notice shall state the time, place and purpose of the meeting unless waived in writing by all of the Directors.

4.9. 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/her 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.

4.10. Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum. If, at any meeting of the Board of Directors, if less than a quorum is present, the majority of those present may adjourn the meeting.

4.11. Fidelity Insurance. The Board of Directors may purchase fidelity insurance coverage for all officers and/or employees of the Association handling or responsible for Association's funds. The premium on any such insurance shall be paid for by the Association.

4.12. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing (including email) to such

action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

4.13. 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 such person as a Director or officer of the Association, if such person (a) 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 that persons own affairs, or (b) 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/she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of the rights and defenses to which he/she may be entitled as a matter of law. The Association shall include in its Association liability insurance policy a provision for such error or omissions as stated herein.

ARTICLE V

Officers

5.1. Designation. Election and Removal. The principal officers of the Association shall be a President, Vice President, Secretary and a 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 with cause and a successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

5.2. President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association members and of the Board of Directors. The President shall have all 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.

5.3. Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the president nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shalt be imposed upon him/her by the Board of Directors.

5.4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and shall have charge of the Association's books and records, and shall in general, perform all the duties incident to the office of Secretary.

5.5. Treasurer. The Treasurer shall keep the Association's financial book and records and, in general, perform all the duties incident to the office of Treasurer.

ARTICLE VI

Liability and Indemnification of Officers and Directors

6.1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors) to which any officer or Director may be made a party by reason of being or having been an officer or Director whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable to the members for any mistake or judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officer and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be owners of units) and the Association shall indemnity and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association, or former officer or Director of the Association, may be entitled.

6.2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. Any Director who has conflict of interests either personally or monetarily shall not be involved in any transaction with this Association, unless:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purposes; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, but may not vote at that meeting to authorize any contract or transactions.

ARTICLE VII

Management

7.1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Association, and shall enforce the provisions hereof and shall pay out of the common expense fund the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common areas and, to the extent that the same are not separately metered or billed to each unit, for the condominium units.

(b) The cost of fire and extended liability coverage for the Association and the cost of such other insurance as the Association may effect.

(c) The cost of the services of such other personnel as the Board of Directors shall consider necessary for the operation of the Association.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association.

(e) The cost of acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common areas and such furnishings and equipment for the common areas as the Board of Directors shall determine are necessary and proper.

(f) The cost of 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 of the common areas; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection (g), below.

(g) The cost of the maintenance or repair of any unit in the event such maintenance or repair is reasonably necessary, in the discretion of the Board of Directors, to protect the common areas or to preserve the appearance of value of the Association or is otherwise in the interest of the general welfare of all owners of the units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the unit proposed to be maintained and provided further that the cost thereof shall be assessed against the unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said unit at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article XIII, below. This assessment shall occur only when such necessary maintenance was a direct cause of the unit owner affected, upon the decision of and the sound discretion of the Board of Directors.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Association, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common areas rather than the interest of the owner of any individual unit,

7.2. Management Agent. The Board of Directors may by contract in writing delegate any of its ministerial duties, powers or functions to a Management Agent. The Association and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated. If self-management is chosen by the Board of Directors, they shall not be liable for any omission or improper exercise by those attained to self-management unless willful or in bad faith.

7.3. Duty to Maintain Units. The maintenance requirements imposed upon the Association and each unit owner shall be as described below:

(a) The owner of any unit shall, at his/her own expense, maintain the interior of his/her unit and any and all equipment, appliances and fixtures therein situated, and other appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, interior painting and the like which may at any time be necessary to maintain the good appearance of his/her unit. This includes, but is not limited to:

(1) The maintenance, repair and replacement of any plumbing and electrical fixtures, internal water piping, exterior water faucets appurtenant to a unit, water heaters, fireplaces (including fireplace chimney), plenums, heating and air-conditioning equipment (including air conditioning compressors and equipment located outside the unit designated to serve only one unit), lighting fixtures, and any other equipment and/or appliances that may be in or appurtenant to such unit, both interior and exterior, for the exclusive use by that unit or unit owner/occupant.

(2) The maintenance and repair of all exterior additions, alterations and other appurtenances to a unit-owner's unit that were added by the current or a prior unit owner and were not part of the original building site plan. This includes all costs associated with any alteration or repositioning of an appurtenances, such as a solar tube or satellite dish, attached to the unit roof to facilitate a roof replacement or repair.

(3) The repair of sewer problems affecting those portions of his/her unit's sewer system, as designated below:

Building drain – horizontal piping under a building and below the lowest fixture or floor level from which fixtures can drain to the building sewer. If a blockage occurs in the building drain as evidenced by a backup in one or both of the adjoining units, the cost to correct the blockage shall be borne equally by both unit owners.

Building drain branch – any fixture drain and the connection to the building drain. If a blockage occurs in the building drain branch, the cost of removing such blockage shall be borne by the unit owner having the problem.

(b) The Association shall be responsible for the maintenance and repair of the exterior of all units. This includes, but is not limited to:

(1) The maintenance and repair of unit roofs (with the exclusion of those items herein imposed upon the unit owner), unit gutters and exterior siding (including exterior painting and ice dam prevention.)

(2) The maintenance and repair of exterior unit structures that were a part of the original unit construction (includes both front and rear patio stoops).

(3) The repair of sewer problems which are not the responsibility of a particular unit owner or owners, which includes the building sewer (the part of the drainage system not under a unit which conveys its discharge to a main sewer.)

(4) The maintenance and repair of all exterior water piping.

7.4. Duty to Maintain Limited Common Areas. The maintenance requirements imposed upon the Association and each unit owner for those areas designated in the Declaration as limited common area reserved for the use by the owner of a particular unit and the area available to each unit for the planting of flowers and other vegetation as set forth in these By-Laws shall be as described below:

(a) The owner of any unit shall, at his/her own expense, be responsible for the upkeep of the limited common areas appurtenant to his/her unit. This includes, but is not limited to:

(1) Keeping the front and rear courtyards and patios, walk and driveway appurtenant to his/her unit in a clean and sanitary condition, and free and clear of ice and snow.

(2) The maintenance, repair and replacement of the unit's rear patio (patio adjacent to the living room), with the exclusion of the patio stoop and divider fence.

(3) The upkeep of all flower beds adjacent to the unit.

(4) The maintenance and repair of all privacy fence additions and alterations and/or other features which were added by the current or a prior unit owner and were not part of the original landscape site plan.

(b) The Association shall be responsible for the maintenance and repair of all designated limited common areas, with the exclusion of those items imposed by the By-Laws upon the unit owner. This includes, but is not limited to:

(1) The maintenance, repair and replacement of limited common area driveways, front patios, walks, fences and other appurtenances, except as provided for under Section 7.4(a)(4).

(2) The removal of snow from all driveways when the snowfall depth meets or exceeds the snowfall depth set forth in the Association's operating rules and regulations.

7.5. Duty to Maintain Common Areas. The maintenance requirements imposed upon the Association for those areas designated as common areas shall include, but is not limited to:

(a) The maintenance, repair and replacement of clubhouses, swimming pools, parking lots, storage sheds and other devices, installations and structures intended for common use.

(b) The maintenance, repair and landscaping of all lawns, trees, shrubs and common area flower beds (i.e., those flower beds not adjacent to a unit).

(c) The maintenance and repair of Association streets and street lights.

7.6. Failure to Maintain, Repair or Replace. The Board of Directors may perform any maintenance, repair or replacement that is the responsibility of a unit owner, if it is not performed timely by the unit owner, in the sole discretion of the Board of Directors, with the cost of the maintenance, repair or replacement being assessed against the unit owner. In addition, any common area that is damaged by a unit owner or the owner's lessees, occupants, or guests, shall be repaired by the Association and the cost assessed to such unit owner. This cost to be inclusive of any attorney fees that may be incurred.

7.7. Windows and Doors. The owner of any unit shall, at his/her own expense, be responsible for the maintenance, repair and replacement of all unit windows and entry doors, including:

(a) The cleaning and maintenance of both the interior and the exterior surfaces of all windows, including patio door windows.

(b) The repair and replacement of window screens and patio door screens.

(c) The purchase and installation of Board of Directors approved replacement windows and patio doors.

(d) The maintenance and repair of all entry doors, including garage door.

Prior to the installation of any window, patio door, entry door or garage door, the unit owner must provide the Architectural Review Committee with detail specifications for the window or door, including type and color, and obtain the written approval of the Board of Directors (reference Section 10.1 for further details).

7.8. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant, to enter any unit at any hour considered to be reasonable under the circumstances.

7.9. Rules and Regulations. The Board of Directors may adopt and amend rules and regulations, including rules for the use of common areas, limited common areas, units, clubhouse and pool.

7.10. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any units, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common areas or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common areas. No reduction or abatement of common expense assessments, as herein elsewhere provided shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas, or to any unit, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VIII

Assessments and Carrying Charges

8.1. Annual Assessments. Each member shall pay to the Association a monthly sum ("assessments") equal to one-twelfth of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses including, but in no way limited to, the following:

(a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for facilities and services furnished by it; and

(b) The cost of management and administration, including fees paid to any Management Agent; (or expenses for purposes of self-management) consistent with Sections 4.3 and 7.2; and

(c) The amount of all taxes and assessment levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) The cost of fire and extended liability on the Association and the cost of such other insurance as the Association may affect; and

(e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities to the extent furnished by the Association; and

(f) The cost of funding all reserves established by the Association including, when appropriate, a general operating reserve and/or a reserve for replacements; and

(g) The estimated reasonable cost of repairs, maintenance and replacements to be made by the Association.

The Board of Directors shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances so require.

The Board of Directors shall fix the amount of the assessment against each unit for each assessment period and maintain a roster of the membership unit and assessments applicable thereto, which shall be open to inspection by any owner upon notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or by abandonment of any unit.

8.2. Special Assessments. In addition to the regular assessments authorized by this Article, the Board of Directors may levy in any assessment year a special assessment or assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing two-thirds of the votes entitled to be cast. A meeting of the members shall be duly called for the purpose, written notice of which shall be sent to all members according to the notice requirements for notice of meetings of the Association (see Article III, Section 3.4) which notice shall set forth the purpose of the meeting.

8.3. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of any amount to be designated by the Board of Directors. Such fund shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common areas and equipment of the Association and for operating contingencies of a non-recurring nature. The proportionate interest of any owner in any reserve for replacements shall be considered an appurtenance of his unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the unit to which it appertains and shall be deemed to be transferred with such unit.

8.4. Non-Payment of Assessment. Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with late fees, interest and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the unit or units belonging to the member against whom such assessment is levied and shall bind such unit or units in the hands of the owners, his/her heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, remain his/her personal obligation and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may be maintained without foreclosure or waiving the aforesaid lien.

Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid timely, will bear interest and late fees in an amount to be determined by the Board of Directors and set forth in the Rules and Policies of the Association. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the unit or units then belonging to said member, in either of which events late fees, interest, costs and actual attorneys' fees of the sum claimed shall be added to the amount of each assessment.

8.5. Acceleration of Installment. Upon default in the payment of any one or more monthly installments of any annual assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

ARTICLE IX

Use Restrictions

9.1. Residential Use. All units shall be used for private residential purposes exclusively except for such temporary non-residential uses as may be permitted by the Board of Directors.

9.2. Leasing. No unit within the Association shall be rented for transient or hotel purposes. No unit within the Association shall be leased or rented without the written approval of the Board of Directors of the Association unless the owner thereof resides in the unit adjoining the unit to be leased. No portion of any unit (other than the entire unit) shall be leased for any period. Any lease shall contain a provision to the effect that the rights of the tenant to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such rules and regulations relating to the use of the common areas.

The occupancy of a unit by a member of the unit owner's family does not require written approval of the Board of Directors. A written and signed notification of this occupancy arrangement, however, must be provided to the Country Terrace Condominium Home, Inc. Association office by the unit owner within thirty (30) days of said occupancy.

Any institutional mortgagee of any unit who comes into the possession of the unit as a result of foreclosure or other judicial possession must attempt to list property under Wisconsin

real estate laws for six months after the specified time expires and said mortgagee must notify the Association of any foreclosure action prior to the sale of said unit. The offer to seek purchase through the Association will be presented to the Board of Directors who will in turn attain favor or opposition by vote of membership Association.

9.3. Prohibited Uses and Nuisances.

(a) No noxious or offensive activity shall be carried on within the Association or within any unit situated thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. The Mequon City ordinances in determining what noxious or offensive activity is will be used.

(b) There shall be no obstruction of any common areas. Nothing shall be stored upon any common area (excepting those areas designated for storage or personal property by the owners of the units) without the approval of the Board of Directors. Parking of automobiles, boats, trailers, snowmobiles and other vehicles upon common and limited common areas may be regulated by the Board of Directors. Parking spaces upon the common areas may be assigned by the Board of Directors for use by the owner of particular units.

(c) Nothing shall be done or maintained in any unit or upon any common areas which will increase the rate of insurance on any unit or common areas, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any unit or upon common areas which would be in violation of any law. No waste shall be committed upon any common areas.

(d) No structural alteration, construction, addition or removal of any unit or common areas shall be commenced or conducted except in accordance with the provisions of these By-Laws.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any unit or upon any common areas, except that this shall not prohibit the keeping of a dog, cat and/or caged birds as domestic animals subject to rules and regulations established by the Board of Directors and in compliance with Mequon ordinances concerning dog walking. Notwithstanding the foregoing, in no event may an owner house more than three (3) animals total, and no more than two (2) dogs. Exotic animals and snakes are prohibited.

(f) Except for such signs as may be posted by the Association for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any unit or common areas without the prior consent in writing of the Board of Directors and under such conditions as they may establish. Notwithstanding this, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size and is removed within 7 days of the pertinent election or vote.

(g) No vehicle, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the common areas except in accordance with Section 9.3(b) above, nor shall the repair of extraordinary maintenance of automobiles or other vehicles be carried out on any of the common areas without the prior written consent of the Board of Directors.

(h) No part of the common areas shall be used for commercial activities of any character.

(i) The burning of any trash and the unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall not be permitted within any unit or upon any common areas. Trash and garbage containers shall not be permitted to remain in public view.

(j) No structure of a temporary character, trailer, tent, shack, barn, open composting bed or other outbuilding shall be maintained upon any common areas at any time.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any common areas without the prior written consent of the Board of Directors. In addition, the following rules apply to any owner who desires to install a satellite dish, C.B., television, or other antenna in the owner's unit or limited common areas. The rule does not apply to the extent that it conflicts with applicable law.

(1) Owners must notify the Board in advance of installing a satellite dish or antenna.

(2) No satellite dishes or antennas may be placed in the common area.

(3) Satellite dishes and antennas should be attached to the patio/deck adjacent to the owner's unit. In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review. In no event shall the installation of a satellite dish or antenna be allowed that voids any association roof or siding warranty.

(4) Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior.

(5) Any common or limited common area affected during installation of the satellite dish must be returned to its original condition at owners' expense within 30 days of installation.

(6) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal.

(l) Operation of drone is strictly prohibited over the Common Areas of the condominium property, unless prior approval has been sought and obtained from the Board of Directors.

(m) There shall be no violation of any rules for the use of the units or common areas which may be adopted by the Board of Directors and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

ARTICLE X

Architectural Control

10.1. Architectural Control Scope. The architectural review procedures, conditions and approval requirements as set forth in this Article are to be used to govern all alterations to the Country Terrance Condominium Home Association complex, which includes exterior alterations to an owner's unit and alterations to a limited common area or common area structure or landscape.

10.2. Architectural Review Committee. An Architectural Review Committee (ARC) shall be established for the purpose of reviewing and approving all submitted alteration requests.

(a) One member of the Board of Directors shall preside over all meetings concerning the ARC. The rest of the ARC shall consist of unit owners of Country Terrace (with the exclusion of residents from leased units) not currently serving on the Board of Directors.

(b) All decisions of the Architectural Review Committee will be turned over to the Board of Directors with ARC's recommendation, for Board of Directors approval or rejection.

(c) If there is no active participation on the ARC by owners and non-owner residents of Country Terrace not currently serving on the Board of Directors, then the Board of Directors shall assume full responsibility for all architectural review activities.

10.3. Architectural Review Procedure.

(a) No alteration or change, as set forth in Section 10.4, may be undertaken prior to the submission of a precise description of the alteration or change, including pertinent plans and specifications, for ARC recommendation and Board of Directors review and approval.

(b) All alteration requests shall be in writing.

(c) Each alteration request shall be submitted for review by the Board of Directors at the first Board meeting following receipt of the written request by the ARC.

(d) The ARC and/or Board of Directors may ask for any additional, reasonable, pertinent information it deems necessary to make its decision. The ARC and

Board of Directors' decision shall address the request and its effect as to harmony or external design, color and location in relation to surrounding structures and topography.

(e) Each ARC request shall be reviewed at the monthly Board of Directors meeting held after the request was received and logged, with either a written approval/denial or a request for additional information being forwarded to the requestor within ten (10) days following this meeting.

(f) When additional information is required, the receipt of the additional information requested will be treated the same as a new ARC request as to the timeframe required for its review and approval.

(g) In the event the Board of Directors fails to approve or disapprove an ARC request within sixty days after complete plans and specifications have been submitted, or if no demand to stop the addition, alteration, or change has been made prior to the completion thereof, approval will not be required and this Article will be deem to have been fully complied with.

10.4. Submission of ARC Requests. No alternations may be made to the exterior of any unit and the grounds surrounding said unit that are in violation of the following architectural review provisions without written consent of the Board of Directors, except as provided below.

(a) Except for the purposes of proper maintenance and repair or as otherwise provided for in these By-Laws, no person shall alter, install, add or remove to/from any new or existing structure or appurtenance; including but not limited to communication and \or electronic receiving or disseminating devices, any part of any common use area, changes (including any alteration in color) in any manner whatsoever to the exterior of any unit or upon any of the common areas within County Terrace Condominiums until the complete, pertinent plans and specifications, showing the nature, shape, height, material, color, type of construction and/or any other proposed form of change is submitted to the ARC and written approval from the Board of Directors is received. The Board of Directors is required to adhere to current FCC OTARD (over the air reception devices) rules governing what restrictions can be imposed on the exterior placement of antennae and satellite dishes.

(b) No person shall plant a tree in any location, or plant shrubs and/or flowers beyond a three (3) foot perimeter from their unit, until the complete plans and specifications, showing the location, nature or said plantings (including, without limitation, any other information specified by the Board of Directors) shall have been submitted to and approved in writing as to harmony or external design, and location in relation to surrounding structures and topography by the Board of Directors and/or by an architectural review committee designated by it.

(c) The three (3) feet immediately adjacent to a unit can be used for the planting of flowers and shrubs at the unit owner's discretion without seeking Architectural Review Committee approval, with the exclusion of invasive plants which are prohibited. This excludes the following alterations which shall require approval from

the Board of Directors/ARC and are subject to the procedures defined within this article of the By-Laws:

(1) The planting or removal of shrubs or flowers on the common area side of all walkways and patios that service the unit.

(2) The planting or removal of all trees,

(d) Skylights, dome lights, fan venting, antennas, satellite dishes or any other appurtenance whose attachment penetrates the roofing system may be approved by the Board of Directors/ARC providing the current owner and each owner hereinafter of that unit assumes responsibility for any leaks, damage or defect caused by such installation.

(e) Should any owner/resident make alterations, changes, installation, etc., as herein described without written permission, the owner shall be required to return the premises to its original state at his/her own cost. If after sixty (60) days, premises are not returned to original state, the Board of Directors may do so at owner's expense.

10.5. Permits and Certificates of insurance.

(a) The unit owner is responsible for assuring that all required permits are issued for all alterations, additions and/or installations within their unit. Any costs incurred by the Association because of unit the owner's lack of compliance shall be due and owing to the Association upon demand.

(b) Any contractor employed by the unit owner shall provide a Certificate of insurance as proof of adequate liability insurance to the Board of Directors prior to the start of any work.

ARTICLE XI

Insurance

The Board of Directors of the Association shall obtain and maintain public liability insurance and casualty insurance coverage for Country Terrace Condominiums, including the Common Areas, Units, and Unit upgrades and betterments, in the amount of the replacement value thereof or the full insurable value in the event that the value is less than the replacement value, without depreciation, and with code upgrades. Insurance coverage shall be adjusted as the replacement value or full insurable value of the property varies. The insurance coverage shall be written on the Association in the name of the Board of Directors as Trustee for each of the unit owners in the percentage established in Paragraph 8 of the Declaration. Premiums shall be common expenses. In the event of damage or destruction of Project or any portion thereof, if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of insurance shall be applied to the cost of such repair or reconstruction. if there is to be no repair or reconstruction because of a unanimous vote as provided in Article XII below, the proceeds of the insurance shall be paid to the unit owners and any person holding a lien against such unit owners, as their interests may appear. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the State of Wisconsin and holding a rating of A+ in Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the units or their mortgagees, as herein permitted, and any "other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty days prior written notice to any and all insured named thereon, including any and all mortgagees of the units.

(e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the owner of any unit and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(g) The owner of any unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to the unit made or acquired at the expense of the owner) at his/her own expense. Each owner of a unit should obtain an "HO-6" or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include adequate improvements and betterments coverage and loss assessment coverage to cover the Association's deductible in accordance with subsection (h) below.

(h) In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss originates within one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity

contributed to the loss, even if the loss didn't originate from that unit (e.g., unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

ARTICLE XII

Casualty Damage – Reconstruction or Repair

In the event of damage or destruction of all or part of the Association, the damage shall be repaired or the property destroyed shall be rebuilt, unless all unit owners shall vote to the contrary. Such vote shall be taken by the Association at a meeting called for the purpose within ninety days of the date of the damage or destruction. In the event of reconstruction, the original design, plans and specification shall be observed as nearly as practicable, unless the Association authorizes a variance, provided, however, that regardless of any authorized variance the number of square feet of any unit may not vary by more than 5% from the number of square feet of such unit as originally constructed, the number of units shall remain the same, and the location of the buildings shall be substantially the same. The Association may levy assessments if insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction or repair.

ARTICLE XIII

General

13.1. Fiscal Year. The fiscal year shall begin on the first day of January and end on the last day of December of each year.

13.2. Seal. The Board of "Directors may, if so desired, provide a corporate seal which shall be circular in form and shall have inscribed therein the name of the corporation and the words "Corporate Seal, Wisconsin."

13.3. Record of Ownership. Every unit owner shall promptly cause to be duly recorded or filed or record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his/her title thereto and shall file such lease with and present such other evidence of his/her title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

13.4. Mortgages. Any unit owner who mortgages his/her unit or any interest therein shall notify the Board of Directors of the name and address of his/her mortgagee, and also of the 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 of interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

13.5. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the Laws of the State of Wisconsin (except where clearly repugnant to the context) shall have the same meaning as in the Declaration of said Unit Ownership Act.

13.6. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws 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 or all of the unit owners.

ARTICLE XIV

Amendments

14.1. Amendments. These By-Laws may be amended at a regular or special meeting of the Association members by a sixty-seven percent (67%) vote of eligible voting members.