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ARTICLE I - PLAN OF UNIT OWNERSHIP

SECTION 1. CONDOMINIUM UNIT OWNERSHIP

The property located in Waukesha County, State of Wisconsin (the "Property"), known as Lake Country Estates Condominium Association, LTD, has been submitted to the provisions of the Wisconsin Condominium Ownership Act, (the Act), as amended by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Waukesha County on June 27, 1975, in Reel 126 commencing at Image 317 as Document No. 915635.

SECTION 2. APPLICABILITY OF BY-LAWS AND DEFINITIONS

These By-Laws are adopted as the By-Laws of Lake Country Estates Condominium Association, LTD (the "Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an Association of unit owners under the Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as used or defined in the Act.

SECTION 3. OFFICE AND MAILING ADDRESS

The office and mailing address of the Association and of the Board of Directors of the Association (the "Board of Directors") shall be located at 992 Lake Country Court[1], Oconomowoc, Wisconsin 53066, or at such other place as may be designated by a resolution of the Board of Directors.

[1] ARTICLE I – Section 3 (Office and Mailing Address). Amended by Unit Owners at Meeting on 11/9/96

ARTICLE II – BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATIONS.

The affairs of the Association shall be governed by a Board of Directors composed of seven (7)[2] persons.

Each Director shall be elected for a two-year term at the annual meeting of members. Voting shall be by secret ballot and a majority vote of those present in person or by proxy shall be required for election. Directors shall be members of the Association.[3] If a Unit(s) is (are) jointly owned by spouses or domestic partners, only one of them may serve on the Board at the same time, regardless of the number of units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his board position (and any office position held) unless he brings the account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 2. POWERS AND DUTIES

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Act, the Declaration, these By-Laws and Rules and Regulations hereunder including, but not limited to the following:

a. Operation, care, upkeep, and maintenance of the common and limited common areas and facilities;

b. Determination of the amounts required for operation, maintenance, and other affairs of the Property;

c. Collection of the common charges from the unit owners;

d. Employment and dismissal of the personnel, as necessary for the efficient maintenance and operation of the Property;

e. Adoption, review, publication[4] and amendment of the Rules and Regulation covering the details and use of the Property;

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[2] ARTICLE II - Section I (Number and Qualifications). Amended by Unit Owners at Meeting held on 9/7/75.
[3] ARTICLE II - Section I (Number and Qualifications). Amended by Unit Owners at Meeting held on 9/7/75.
[4] ARTICLE II - Section 2-e (Powers and Duties). Amended by Unit Owners at Meeting on 11/9/96

f. Opening of bank accounts on behalf of the Association and designating the signatures required;

g. Purchasing, leasing, or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners, units surrendered by their owners to the Board of Directors;

h. Purchasing units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate, or otherwise, on behalf of all unit owners;

i. Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

j. Organizing corporations to act as designees of the Board of Directors in acquiring title to units on behalf of all unit owners:

k. Obtaining insurance for the Property, including the units, pursuant to the provisions of Article V, Section 2 hereof [5]; and

l. Making repairs, additions, and improvements to, or alterations of the Property, and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

SECTION 3. MANAGING AGENT AND MANAGER.

The Board of Directors may employ for the Association a managing agent and a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in Section 2 of this Article. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subdivisions b, e, f, g, h, i, and j of Section 2 of this Article.[6]

SECTION 4. REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS

At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

[5] ARTICLE II - Section 2-k (Powers and Duties). Amended by Unit Owners at Special Meeting held on 3/12/77.
[6] ARTICLE II – Section 3 (Managing Agent and Manager). Amended by Unit Owners at Special Meeting held on 3/12/77

SECTION 5. VACANCIES

Vacancies in the Board of Directors caused by any reason other then the removal of a member thereof by a vote of the unit owners shall be filled by a vote of a majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of unit owners.

SECTION 6. REGULAR MEETINGS

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail, email, or other written means[7], at least three business days prior to the day named for such meetings.

SECTION 7. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the President on three business days notice to each member of the Board of Directors, given by mail, email, or other written means[8], which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

SECTION 8. WAIVER OF NOTICE

Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by that member of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at any such meeting.

SECTION 9. QUORUM OF BOARD OF DIRECTORS

At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

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[7] ARTICLE II – Section 6 (Regular Meetings). Amended by Unit Owners at Meeting on 11/9/96.
[8] ARTICLE II – Section 7 (Special Meetings). Amended by Unit Owners at Meeting on 11/9/96.

SECTION 10. FIDELITY BONDS

The Board of Directors shall obtain adequate fidelity bonds/fidelity insurance coverage for all officers and employees of the Association handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

SECTION 11. COMPENSATION

Deleted from the By-Laws.[9]
No member of the Board of Directors shall be compensated for acting as such. [10]

SECTION 12. LIABILITY OF THE BOARD OF DIRECTORS

The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability or other liability arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as the owner interest in the common areas and facilities. Every agreement made by the Board of Directors shall provide the members of the Board of Directors, or the managing agent or the manager, as the case may be, acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as the owner's interest in the common areas and facilities bears to the interests of all unit owners in the common areas and facilities.

SECTION 13. INFORMAL ACTION

Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be submitted by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote. Such action shall be recorded in the next Board meeting's minutes.

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[9] ARTICLE II – Section 11 (Compensation). Amended at the Annual meeting on 11/11/2000, the rule against compensation of Board members was deleted. This allowed a paid secretary and/or treasurer to be on the Board.
[10] ARTICLE II – Section 11 (Compensation) Amended by Unit Owners at the Annual meeting on 11/12/2011 to reinstate the rule of compensation of Board.

SECTION 14. NOMINATING COMMITTEE[11]

A Nominating Committee consisting of at least three (3) unit owners shall be appointed at the annual meeting of unit owners. No more than one (1) appointee may be a member of the current Board of Directors. This Committee shall report to the Board of Directors at the Board's regular October meeting. Should the Nominating Committee fail to be formed as above or fail to report to the Board on a timely basis, the Board shall have the right to form a Nominating Committee of its own choosing.

SECTION 15. NOMINATING PROCESS[12]

The Nominating Committee's report to the Board of Directors shall consist of a list of nominations of unit owners to Board vacancies which are expected to exist at the next meeting of unit owners. This list shall be announced as a part of the published minutes of the October meeting of the Board and also be a part of the Notice of Meetings as called for in Section 6 of Article II. The list shall be presented at the unit owners' meeting as the recommendation of the Nominating Committee. Any unit owner present may nominate any other unit owner at the meeting; however, the unit owner so nominated must be present and accept that nomination or their name may not be voted upon.

[11] ARTICLE II – Section 14 (Nominating Committee). Amended by Unit Owners at Meeting on 10/29/01, Require the creation of a Nominating Committee

[12] ARTICLE II – Section 15 (Nominating Process). Amended by Unit Owners at Meeting on 10/29/01, Define the process of the Nominating Committee.

ARTICLE III – UNIT OWNERS

SECTION 1. ANNUAL MEETINGS

The annual meeting of the unit owners shall be held on the 2nd Saturday of November of each succeeding year[13] or at another such date as set by the Board of Directors. At such meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of these By-Laws.

SECTION 2. PLACE OF MEETING

Meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

SECTION 3. SPECIAL MEETINGS

It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners owning a total of at least 33 1/3% of the common interest. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. NOTICE OF MEETINGS

The Secretary shall mail, or email to each unit owner of record, or otherwise cause to be delivered to each unit a notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address as such unit owner shall have designated by notice in writing to the Secretary. The mailing, emailing or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice.

SECTION 5. ADJOURNMENT OF MEETINGS

If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

SECTION 6. TITLE TO UNITS

Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

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[13] ARTICLE III – Section 1 (Annual Meetings). Amended by Unit Owners at Special Meeting held on 3/12/77

SECTION 7. VOTING

There shall be one vote in the Association appurtenant to each unit. Each unit owner shall furnish the Association with the owner's name and current mailing address, emailing address, if any. No unit owner may vote at meetings of the Association until this information is furnished. The owner(s) of each unit, or some person designated by such owner(s) to act as proxy on the owner(s) behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of the unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any such proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit.

Each unit owner (including the Board of Directors, if the Board of Directors or its designee shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned. Where ownership is in the name of two persons, the vote appurtenant to their unit may be cast by only one joint owner; however, the vote shall be cast undivided and shall not be prorated. Where a unit is leased the lessor shall be entitled to vote the vote appurtenant to said unit. Where the unit is sold under a land contract, the land contract vendee shall be entitled to vote the vote appurtenant to said unit (where there are two vendees, they shall be considered joint owners). Notwithstanding the provisions of this section, 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 the meetings, the owner(s) of such unit may not vote at any meeting of the Association.

SECTION 8. QUORUM

Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings of unit owners.

SECTION 9. MAJORITY VOTE

The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

SECTION 10. MEMBERSHIP

a. All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.

b. Initial membership in the Association was established by the recording of the Declaration in the office of the Register of Deeds for Waukesha County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Waukesha County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A written notice of change of ownership shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

ARTICLE IV – OFFICERS

SECTION 1. DESIGNATION

The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

SECTION 2. ELECTION OF OFFICERS

Officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

SECTION 3. REMOVAL OF OFFICERS

Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and the officer's successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

SECTION 4. PRESIDENT

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the unit owners and the Board of Directors. The President shall have all the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which the President decides is appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. VICE PRESIDENT

The Vice President shall take the place of the President and perform 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 of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon that office by the Board of Directors or the President.

SECTION 6. SECRETARY

The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

The Board of Directors may delegate the clerical aspects of the position to a paid, qualified individual as Secretarial Assistant. The Assistant is to attend meetings as required, but as a non-Board Member, may not vote or offer unsolicited comment in business discussions. [14]

SECTION 7. TREASURER

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for deposit of all monies and other valuable effects in the name of the Association, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

The Board of Directors may delegate the clerical aspects of the position to a paid, qualified individual who will attend meetings as required but as a non-Board Member, may not vote or offer unsolicited comment in business discussions. [15]

SECTION 8. AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by the President or Vice President and Secretary. Checks shall be signed as provided by resolution of the Board of Directors.

SECTION 9. COMPENSATION OF OFFICERS

See ARTICLE II, Section 11. Compensation – Page 9.

[14] ARTICLE IV Section 6 – (Secretary). Amended at Annual Meeting on November 12, 2011 to provide authority for employment of a paid, "off Board" assistant for clerical duties.
[15] ARTICLE IV Section 7. – (Treasurer). Amended at Annual Meeting on November 12, 2011 to provide authority for employment of a paid, "off Board" assistant for clerical duties.

ARTICLE V – OPERATION OF THE PROPERTY

SECTION 1. DETERMINATION OF COMMON EXPENSES AND COMMON CHARGES

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of the common charges required to meet the common expenses of the Association and allocate and assess such common charges against the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacements and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common charges payable by the owner, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

SECTION 2. INSURANCE

The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance:

a. Fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings, including Common Elements and limited Common Elements, together with all service machinery appurtenant thereto, but not including furniture, furnishings, or other personal property supplied or installed by unit owners; such insurance shall cover the Property, the Board of Directors and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation, and with code upgrades. Each policy shall provide that proceeds shall be payable to the Association, or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interests may appear;

b. Workmen’s compensation insurance;

c. Water damage insurance;

d. Directors and Officers insurance covering the officers, directors, property managers and volunteers.

e. Fidelity insurance covers officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation: and

f. Such other insurance as the Board of Directors may determine.

All such policies shall provide that adjustment of loss shall be made by the Board of Directors with the approval of the insurance trustee, and that the net proceeds thereof, if $100,000 or less, shall be payable to the Association, and if more than $100,000, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days prior written notice to all of the insured, including all mortgagees of units. Duplicate originals of policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common areas and facilities without deduction for depreciation, with code upgrades, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims, and such public liability insurance shall be in a single limit of not less then $2,000,000 covering all claims for bodily injury or property damage arising out of one occurrence and in a limit of $50,000 for each occurrence for water damage legal liability claims.

Such liability insurance shall provide that the policy may not be cancelled or substantially modified without at least ten days prior written notice to the Association and to each other holder of a first mortgage or land contract vendor listed as a scheduled holder of a first lien in the policy. The Association shall obtain and maintain workmen compensation insurance to the extent necessary to comply with any applicable laws.

By acceptance of the deed to the unit, each unit owner shall be deemed to have appointed the Association as the owner's attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all polices shall contain waivers of subrogation and further provided that the liability of the carriers issuing the insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Notwithstanding the foregoing, 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 in more than 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 a 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.

SECTION 3. REPAIRS OR RECONSTRUCTION AFTER DAMAGE

In the event of any damage to or destruction of the Property as a result of fire or other casualty (unless 80% or more of the number of units of the Property are destroyed or substantially damaged and the Association of unit owners by vote of owners of 75% of the common interests does not resolve within 90 days after such damage or destruction to proceed with repair or restoration), the Board of Directors shall arrange for the prompt repair and restoration but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common expenses.

If 80% or more of the number of units of the Property are destroyed or substantially damaged and the Association of unit ownership by vote of owners of 75% or more of the common interests does not resolve within 90 days after such damage or destruction to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on the owner's unit, in the order of the priority of such liens.

SECTION 4. PAYMENT OF COMMON CHARGES

All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times as the Board of Directors shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against the owner's unit subsequent to a sale, transfer or other conveyance by the owner thereof. A unit owner may, subject to the conditions specified in these By-Laws, and provided that the unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey the unit to the Board of Directors, or its designee, corporate, or otherwise, on behalf of all other unit owners, and in such event be exempt from the common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by the purchaser of such unit except for the amount of unpaid assessments prior to acquisition in excess of the amount set forth in a statement from the Board of Directors or the manager furnished pursuant to section 703.24 of the Act, and except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

SECTION 5. COLLECTION OF ASSESSMENTS

The Board of Directors shall assess common charges against the unit owners from time to time and at least annually shall take prompt action to collect from a unit owner any common charge due which remains unpaid by the owner for more than 30 days from the due date for its payment.

SECTION 6. DEFAULT IN PAYMENT OF COMMON CHARGES

a. LATE MAINTENANCE FEE; In the event of default by any unit owner in paying to the Association the assessed common charges known as the "monthly fee" by the fifth (5^{th}) day of the month shall be obligated to pay a $5.00 penalty in addition to the fee. The penalty shall be increased by an additional $5.00 each additional month the fee payment is late. Example (Assuming a monthly fee of $105): January fee is paid in February: $105 + $5 = $110 plus the $105 for February. If fees remain unpaid until March, the total would be: $115 for January + $110 for February + $105 for March.

b. OTHER ASSESSMENTS; In the event of default by any unit owner in paying to the Association any other assessments individual or common, such unit owner shall be obligated to pay interest at 1 ½% per month (18% annual percentage rate) on such common charges from the due date thereof. The penalty and/or interest assessed shall be collected together with all expenses, including attorney's fee, in any action brought against such unit owner or by such foreclosure of the lien on such unit granted by Section 703.25 of the Act. [16]

c. The Board of Directors shall also have the right to prohibit such unit owner from voting at a meeting of the Association if the Association has a recorded statement of condominium lien on such a unit and the amount necessary to release the lien has not been paid at the time of the meeting.

[16] ARTICLE V – Section 6-b (Default Payment of Common Charges). Amended by Unit Owners at annual Meeting on 11/8/97, clarification of penalties for late fee payments.

SECTION 7. FORECLOSURE OF LIENS FOR UNPAID CHARGES.

In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay all assessments as they come due, and any unpaid assessments shall be added and included in the lien balance until paid. Any and all late fees, interest, and attorneys' fees and costs incurred by the Association incident to the collection of delinquent assessments shall be the responsibility of the unit owner and included in the lien amount. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same, or may be maintained at the same time as a lien foreclosure action.

SECTION 8. STATEMENT OF COMMON CHARGES.

The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of the owner's unpaid common charges. A charge will be added which represents the actual cost of preparation of this statement as determined by the Board of Directors.

SECTION 9. ABATEMENT AND ENJOINING OF VIOLATIONS.

The violation of any Rule or Regulation adopted by the Board of Directors or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws:

a. To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

b. To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

c. To enforce by such means, as the Association Board deems necessary and appropriate, including recourse to civil authorities, and monetary fines in such amounts, as may be charged and assessed against the owners of units who violate or whose guests or unit occupants violate these provisions hereof. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.[17]

[17] ARTICLE V – Section 9-c (Abatement and Enjoining of Violations). Amended by Unit Owners at annual Meeting on 11/2014, to give the Association Board authority to fine owners who violate By-Laws.

SECTION 10. MAINTENANCE AND REPAIR **Article V**

a. All maintenance of and repairs to the interior of any unit, structural or nonstructural, ordinary or extraordinary, shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common areas and facilities resulting from the misconduct, negligence, or misuse (by act or omission) of the unit owner or any person coming upon the Property with the owner's actual or implied consent.

If a unit owner fails to maintain the unit or provide care for the limited common elements appertaining to the unit in a manner consistent with the standards of maintenance of the condominium, the Association may, upon 30 days written notice to such unit owner, proceed to arrange for the necessary maintenance, care, or repair of the unit or limited common elements. All costs so incurred by the Association shall constitute a common expense which shall be specially assessed solely against the affected unit and the Association shall take such steps as are permitted or required by these By-Laws to enforce payment of such special assessment.

b. The responsibility for any glass and/or screen breakage or maintenance shall be with the unit owner.

c. The responsibility for removal of snow from patios, balconies, walks, and driveways shall be with the unit owner.

d. Except as stated in paragraphs (e) and (f) below, all maintenance, repairs, and replacements to the common and limited common areas and facilities (unless necessitated by the misconduct, negligence or misuse by unit owner or any person coming upon the Property with the owner's actual or implied consent as described in (a) above, in which case such expense shall be charged to such unit owner) shall be made by the Board of Directors and be charged to all unit owners as common expense.

e. The Association is responsible for the maintenance of porches (garages roofs), patios, walks, and driveways.[18]

f. An action of unit owners at a meeting on 11/13/99 makes the cost of replacement of doors (except garage and storm doors) and patio doors and windows a shared expense with 50% to the unit owner and 50% to the Association. Replacement cost for garage and storm doors will fully belong to the Association.[19]

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[18] ARTICLE V – Section 10-e (Maintenance and Repair) Amended by Unit Owners at Meeting on 11/9/96. This By-Law amendment reverses an earlier revision and makes the Association responsible for the maintenance of porches (garage roofs) patios, walks and driveways. However, in order to ensure a repair acceptable to the Association and put everything on an even footing, the first repair to these specific areas under Association auspices will be paid for by the unit owner. Subsequent repairs to the same unit for the same purpose will be the financial responsibility of the Association. The Secretary will maintain a permanent Maintenance Record in which the date and nature of all such repairs will be recorded by unit address.

[19] ARTICLE V – Section 10-f (Maintenance and Repair) Amended by Unit Owners on 11/13/1999. Paragraph (f) is new. It establishes a policy that relates to the replacement of patio doors and windows.

SECTION 11. USE OF PROPERTY.
In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

a. The units shall be used for residential purposes only.

b. The common and limited common areas and facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units (See Declaration of Condominium -4B description of Common and Limited Common Areas).

c. No nuisances or noxious odors shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to the residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

e. No tree or bush or other vegetation shall be removed from the common area without prior written approval of the Board of Directors or the Design Review committee.

f. Trash, garbage, or other wastes shall be kept in sanitary containers which shall be in garages except for pick-up.

g. No trailer, tent, shed, garage, barn, stable, dog run, kennel, or other structure or outbuilding of a temporary or permanent character shall be permitted on any part of the property at any time, and there shall be no camping on the property at any time.

h. Each condo unit is limited to three (3) private passenger vehicles, as described below. Parking of said vehicles would be: one in garage, one in condo driveway, and one in common parking area.[20] Private passenger automobiles, SUVs, vans, pickup trucks, or similar private motor vehicles, are the only vehicles which may be parked on the Property except for commercial vehicles which may be parked on the Property for services rendered to a unit or, with the Board's permission, in the normal course of construction. Other than the above exception regarding certain commercial vehicles, no commercial vehicles, busses, snowmobiles, mobile homes, boats, or other recreational vehicles shall be parked on the Property. Additionally, no vehicle, regardless of type of vehicle, shall be parked on the property if the Board determines that such vehicle is in such a severe state of disrepair to constitute an eyesore, or that such vehicle is an unused vehicle.[21]

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[20] ARTICLE V – Section 11-h (Use of Property). Amended by Unit Owners at General Meeting held on 11/2014, which limits the parking to three (3) vehicles per property owner.
[21] ARTICLE V – Section 11-h (Use of Property). Amended by Unit Owners at General Meeting held on 11/2003, to prevent the parking of inappropriate or unsightly vehicles.

i. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, except that each unit may keep up to one dog, two cats, or other small household pets (such as canaries, or parakeets) provided that they are not kept, bred, or maintained for any commercial purposes. The one dog rule shall not be enforced prior to the date of adoption. All pets shall be kept on a leash and accompanied by its owner when in any portion of the common elements of the condominiums. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common or limited common areas shall be removed immediately by the owner of the unit in which the pet resides.

j. Patio and balcony furniture, umbrellas, or plants shall not obstruct the view of any other unit owner. Patios and balconies shall not be used for storage of any items nor the drying of laundry. Hot tubs or other similar devices may not be placed on the patio. [22] Nothing shall be placed on a patio or balcony which exceeds its structural capacity. Firewood shall not be stored on the patio or anywhere outside.

k. A unit owner may not install any additional outside lights, wherever located, without the consent of the Board of Directors as set forth in this Article.

l. Driveways servicing attached garages are reserved for the exclusive use of the owners of the units of said attached garages and guests. No unit owner or guests shall park any vehicle in front of another unit owner's garage or behind another unit owner's vehicle or otherwise block or prevent the use of the driveway servicing such garage. [23]

m. Portable fireplaces (fire pits) shall not be used on any common or limited-common Association property. Grills are allowed on cement patios but must be placed on the outer edge (farthest from the building and away from combustible foliage), prior to ignition and during use. Note: No fuel burning device may be used on upstairs decks. Gas grills are to be turned off at the tank, and both gas and charcoal grills must be cold prior to storage elsewhere on the patio. Hot coals must be placed in a metal container on the outer edge of the patio until cold. [24]

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[22] ARTICLE V Section 11-j (Use of Property) Amended by Unit Owners at General Meeting held on 11/2001.
[23] ARTICLE V Section 11-l (Use of Property) Amended by Unit Owners at Annual Meeting 11/11/2000, the use of the word "tenant" was deleted since change to Article VII does not allow tenants.
[24] ARTICLE V Section 11-m Use of Property Amended by Unit Owners at Annual Meeting November 11, 2017.

SECTION 12. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE BOARD OF DIRECTORS.

Whenever, in the judgment of the Board of Directors, the common and limited common areas and facilities shall require additions, alterations, or improvements costing in excess of $5,000, and making of such additions, alterations, or improvements shall have been approved by a majority of the unit owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing $5,000 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common charge. [25]

SECTION 13. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY UNIT OWNERS.

No unit owner shall make any structural additions, alterations, or improvements in or to the unit, nor affix anything to the front or the exterior of the unit, nor erect or construct any light pole, antenna, satellite dish, mailbox, basketball hoop, backboard, or any other thing in the portion of the common area located in front or above the unit (including the planting of trees and shrubs in any portion of the common or limited common elements) without the prior written approval of the Board of Directors. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any unit shall be executed by the Board of Directors.[26]

The Board of Directors shall not be liable to any contractor, subcontractor, or material supplier or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement.

SECTION 14. RULES OF CONDUCT.

Rules and regulations concerning the use of the units and the common and limited common areas or facilities may be promulgated and amended by the Board of Directors with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

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[25] ARTICLE V – Section 12 (Additions, Alterations, or Improvements by Board of Directors) Amended by unit owners at Special Meeting held on 3/12/1977.
[26] ARTICLE V – Section 13 (Additions, Alterations, or Improvements by Unit Owners). Amended by Unit Owners at Special Meeting held on 3/12/1977.

Article V

SECTION 15. WATER CHARGES.

Water shall be supplied to all of the units and the common areas and facilities, and the Board of Directors shall pay, as a common expense, all charges for water consumed on the Property promptly after the bills therefore are rendered. In the event of a proposed sale of a unit by the owner thereof, the Board of Directors, on request of the selling unit owner, shall execute and deliver to the purchaser of such unit or to the purchase's title insurance company a letter agreeing to pay all charges for water affecting the property as of the date of closing of title to such unit promptly after such charges have been billed.

SECTION 16. ELECTRICITY AND GAS.

Electricity and gas shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity and gas consumed or used in or in connection with the unit. The electricity and gas serving the common areas and facilities shall be separately metered, and the Board of Directors shall pay all bills for electricity and gas consumed in such areas and facilities as a common expense.

SECTION 17. GRIEVANCE PROCEDURE.

a. The Board of Directors or any unit owner may file a written complaint with the Secretary of the Association against another unit owner for violation of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefore and the hearing procedure to the unit owner complained of by personal delivery or by certified mail, return receipt requested. The unit owner complained of may within fifteen days of delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations of the notice. If, within the time period allowed, the unit owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the unit owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held not less than 14 or more than 30 days after delivery or mailing of a notice of hearing to the parties.

b. Upon the delivery or mailing of the notice of hearing, the President of the Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three unit owners who are not members of the Board of Directors, relatives of the unit owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

c. The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining unit owner. The parties and the Grievance Committee shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each unit owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the unit owners.

d. Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, restrict the right of the defaulting unit to the use of portions of the common elements and/or impose a fine against the defaulting unit owner in the amount of $50 for the first violation and $250 for subsequent violation of the same offense, which if not paid within three days shall bear interest a the rate of 18% per annum. When imposed, such fine shall constitute a special assessment against the unit owner and if unpaid may be foreclosed against the owner’s unit in accordance with Article V, Section 7 of these By-Laws.

SECTION 18. ARCHITECTURAL AND DESIGN CONTROL.

a. A Design Review Committee consisting of three or more persons shall be appointed by the Board of Directors and shall be responsible to the Board. If no such committee is assembled, the Board of Directors shall serve as the Design Review Committee. The Design Review Committee shall regulate the external design and appearance of the units and the design, appearance, and location of improvements to the common areas and limited common areas in such a manner as to promote those qualities in the environment which bring value to the Property and foster the attractiveness and functional utility of the condominium as a place to live, including a harmonious relation among structures, vegetation, and topography.

b. Except as otherwise specifically provided in the Declaration or these By-Laws, no building, fence, wall, antenna, satellite dish, exterior lighting, structure, or projection from a structure (whether of a temporary or permanent nature, or whether or not affixed to a unit or to any other structure or to the ground) shall be commenced, erected, maintained, improved or altered, nor shall any grading, excavation, tree removal or planting be done in the common or limited common areas, nor shall any change of exterior color or other work which in any way alters the exterior appearance of any unit, common area or limited common area be done, without the prior written approval of the Board of Directors or Design Review Committee regarding (i) the harmony of its exterior design and location in relation to, and its effects upon, surrounding structures, vegetation, topography, and the overall community design of the Property, (ii) the character of the exterior materials and (iii) quality of the exterior workmanship.

c. The Design Review Committee shall, subject to the approval of the Board of Directors, develop and promulgate policy guidelines for the application of the design review provisions set forth herein. The policy guidelines shall include review procedures, aspects and objectives of review, and principles and criteria used as standards in determining in the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the unit owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the unit owners and subject to the approval of the Board.

d. In the event the Design Review Committee fails to approve or disapprove in writing an application within 30 days after the plans and specifications in writing have been submitted to it by a unit owner, in accordance with adopted procedures, approval will be deemed granted. An applicant may appeal an adverse Design Review Committee decision to the Board of Directors, who may reverse or modify such decision by a two-thirds vote of those Directors present and voting at a meeting at which a quorum is present.

e. The above does not pertain to floral planting.

SECTION 19. RIGHT OF ACCESS.

A unit owner shall grant a right of access to the unit to the manager, the managing agent, and any other person authorized by the Board of Directors, to make inspections, to correct any condition originating in the unit and threatening another unit or the common or limited common elements, to install, alter, or repair mechanical or electrical services or other common or limited common elements in the unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI – MORTGAGES

SECTION 1. MORTGAGE OF UNITS.

Each unit may be separately mortgaged.

SECTION 2. NOTICE OF UNPAID COMMON CHARGES.

The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit.

SECTION 3. NOTICE OF DEFAULT.

The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

SECTION 4. EXAMINATION OF BOOKS.

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at a reasonable time, on business days, but not more often than once a month.

SECTION 5. RIGHTS OF MORTGAGEES.

As to any mortgagee of a unit or insurer or guarantor of any unit mortgagee (referred to below, collectively, as the "mortgagee") which has notified the Association in writing delivered or mailed by certified mail that it desires to receive notice of the following matters:

a. The Board of Directors shall give the mortgagee written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles or the By-Laws;

b. The Board of Directors shall give the mortgagee by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of the Declaration, the Articles, the By-Laws and Rules and Regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than 30 days after such failure;

c. The Board of Directors shall notify the mortgagee of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

d. The Board of Directors shall notify the mortgagee of physical damage to structure, fixtures, or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all mortgagees if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the mortgagee in writing of any condemnation proceedings concerning the Property; and

e. The Board of Directors shall permit the mortgagee to examine, during normal business hours, books and records of the Association (including current copies of the Declaration, these By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the mortgagee annual reports and such other financial data (including audited financial statements) as it sends to unit owners.

SECTION 6. LAND CONTRACTS.

For purposes of the Article VI and elsewhere in these By-Laws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

ARTICLE VII – SALES AND LEASE OF UNITS

SECTION 1. SALES AND LEASES.

No unit owner may sell or lease the unit or any interest therein except by complying with the provisions of this section. A unit owner shall notify the Association of the pending sale or lease of the unit prior to the date of the closing of such sale or commencement of such lease and shall supply the Association with the names of the prospective purchasers or lessees. A unit owner's sale of the unit shall include the sale of;

a. The undivided interest in the common and limited common areas and facilities appurtenant thereto;

b. The interest of such unit owner in any units theretofore acquired by the Board of Directors, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any;

c. The interest of such unit owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests'; and

d. No future or renewal of any lease shall be executed without a specific reference that the tenants are expected to comply with all established Rules and Regulations and the By-Laws of the Association.[27]

SECTION 2. NO SEVERANCE OF OWNERSHIP.

No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to the unit without including therein the appurtenant interest, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or other wise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

[27] ARTICLE VII – Section 1-d (Sales and Leases). Amended by Unit Owners at Meeting held on 9/29/76.

SECTION 3. FINANCING OF PURCHASE OF UNITS BY BOARD OF DIRECTORS.

Acquisition of units by the Board of Directors, or its designee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient, the Board of Directors may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Board of Directors.[28]

SECTION 4. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS.

In the event that a unit shall be acquired by the Board of Directors or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

SECTION 5. PAYMENT OF ASSESSMENTS.

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease the unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against the unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

SECTION 6. RENTAL.

In order to preserve high standards of maintenance and care and the other benefits from a low turnover of occupants, no units can be rented. Properties that were rental properties on November 8, 1997 are exempted from this restriction. Exemption for these properties is to be terminated upon change of ownership from the owner of record on that date. [29]/[30]

SECTION 7. SHORT-TERM OR PARTIAL RENTAL.

Short-term rentals prohibited. No space in any unit may be rented, nor any basement or garage space, 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.

[28] ARTICLE VII – Section 3 (Financing of Purchase of Units by Board of Directors). Amended by Unit Owners at Special Meeting held on 3/12/1977.
[29] ARTICLE VII – Section 6 (Rental). Amended at Annual Meeting on November 21, 2011 to provide for achievement of eventual goal of all owner occupied units.
[30] ARTICLE VII – Section 6 (Rental). Amended by Unit Owners at Annual Meeting on 11/8/1997.

ARTICLE VIII – CONDEMNATION

SECTION 1. CONDEMNATION.

In the event of a taking in condemnation or by eminent domain of part or all of the common or limited common areas or facilities, the award made for such taking shall be payable to the Board of Directors if such award amounts to $100,000 or less, or does not relate to any building; otherwise it shall be paid to the insurance trustee. If payable to the insurance trustee, then if the Association of unit owners by majority vote approve the repair and restoration within 90 days of payment of the award (or other payment if conveyed in lieu of such taking), the Board of Directors shall arrange for the repair and restoration and the insurance trustee shall disburse the proceeds to the contractors engaged in such repair and restoration to appropriate progress payments. In the event the Association, if so required, does not duly and promptly approve the repair and restoration, the insurance trustee shall disburse the net proceeds in the same manner as it is required to distribute insurance proceeds where there is no repair or restoration of the damage.

ARTICLE IX – RECORDS

SECTION 1. RECORDS AND AUDITS.

The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid, and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least quarter-annually. In addition, an annual report of the receipts and expenditures of the Association, certified by an independent certified public accountant or a committee of three (3) unit owners (appointed at the annual meeting of unit owners) shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.[31]

[31] ARTICLE IX – Section 1 (Records and Audits). Amended by Unit Owners at Special Meeting held on 11/6/1976.

ARTICLE X – MISCELLANEOUS

SECTION 1. NOTICES.

All notices to the Board of Directors shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any unit owner shall be sent by email, regular mail, registered or certified mail to the building or to such other address as may have been designated by the owner from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, or electronically delivered, except notices of change of address which shall be deemed to have been given when received.

SECTION 2. INVALIDITY.

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

SECTION 3. CAPTIONS.

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

SECTION 4. GENDER

The use of the masculine gender in these By-Laws shall be deemed to include all genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 5. WAIVER.

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

SECTION 6. INSURANCE TRUSTEE.

The insurance trustee may be designated at an appropriate time by a resolution of the Board of Directors.

SECTION 7. CONFLICTS.
These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, the Declaration shall control.

ARTICLE XI – AMENDMENTS TO BY-LAWS

SECTION 1. AMENDMENTS TO BY-LAWS.

The By-Laws may be amended by the affirmative vote of unit owners having 67% or more of the votes. Per - Wisconsin Condominium Ownership Act, 703.10, (5). Voting shall take place at a meeting of unit owners held for such purposes.[32] Any proposed By-Law change shall be presented to the unit owners at least 10 days prior to the special/annual meeting at which time voting will take place.[33]

SECTION 2. PROCEDURE FOR SUBMITTING AMENDMENT(S) TO THE BY-LAWS.

Proposed By-Law amendment(s) must be submitted in writing to the Board of Directors by any owner(s) with a written petition signed by at least ten (10) other unit owners in support of the petition. Each proposed amendment would require a separate petition. [34]

[32] ARTICLE XI – Section 1 (Amendments to By-Laws). Amended by Unit Owners at Special Meeting on 9/29/1976.
[33] ARTICLE XI- Section 1 (Amendments to By-Laws). Amended by Unit Owners at Special Meeting on 3/12/1977.
[34] ARTICLE XI – Section 2 (Procedure for submitting amendments to the By-Laws.) Added to By-Laws by unit owners. at the annual meeting on 11/12/2022.

APPENDIX

APPENDIX; AMENDMENTS ARRANGED BY ARTICLE NUMBER

[1] ARTICLE I – Section 3 (Office and Mailing Address). Amended by Unit Owners at Meeting on 11/9/96.

[2] ARTICLE II - Section I (Number and Qualifications). Amended by Unit Owners at Meeting held on 9/7/75.

[3] ARTICLE II - Section I (Number and Qualifications). Amended by Unit Owners at Meeting held on 9/7/75.

[4] ARTICLE II - Section 2-e (Powers and Duties). Amended by Unit Owners at Meeting on 11/9/96.

[5] ARTICLE II - Section 2-k (Powers and Duties). Amended by Unit Owners at Special Meeting held on 3/12/77.

[6] ARTICLE II – Section 3 (Managing Agent and Manager). Amended by Unit Owners at Special Meeting held on 3/12/77.

[7] ARTICLE II – Section 6 (Regular Meetings). Amended by Unit Owners at Meeting on 11/9/96.

[8] ARTICLE II – Section 7 (Special Meetings). Amended by Unit Owners at Meeting on 11/9/96.

[9] ARTICLE II – Section 11 (Compensation). Amended at the Annual meeting on 11/11/2000, the rule against compensation of Board members was deleted. This allowed a paid secretary and/or treasurer to be on the Board.

[10] ARTICLE II – Section 11 (Compensation) Amended by Unit Owners at the Annual meeting on 11/12/2011 to reinstate the rule of compensation of Board.

[11] ARTICLE II – Section 14 (Nominating Committee). Amended by Unit Owners at Meeting on 10/29/01, to require the creation of a Nominating Committee.

[12] ARTICLE II – Section 15 (Nominating Process). Amended by Unit Owners at Meeting on 10/29/01, to define the process of the Nominating Committee.

[13] ARTICLE III – Section 1 (Annual Meetings). Amended by Unit Owners at Special Meeting held on 3/12/77.

[14] ARTICLE IV Section 6 – (Secretary). Amended at Annual Meeting on November 12, 2011 to provide authority for employment of a paid, “off Board” assistant for clerical duties.

[15] ARTICLE IV Section 7. – (Treasurer). Amended at Annual Meeting on November 12, 2011 to provide authority for employment of a paid, "off Board" assistant for clerical duties.

[16] ARTICLE V – Section 6-b (Default Payment of Common Charges). Amended by Unit Owners at annual Meeting on 11/8/97, clarification of penalties for late fee payments.

[17] ARTICLE V – Section 9-c (Abatement and Enjoining of Violations). Amended by Unit Owners at annual Meeting on 11/2014, to give the Association Board authority to fine owners who violate By-Laws.

[18] ARTICLE V – Section 10-e (Maintenance and Repair) Amended by Unit Owners at Meeting on 11/9/96. This By-Law amendment reverses an earlier revision and makes the Association responsible for the maintenance of porches (garage roofs) patios, walks and driveways. However, in order to ensure a repair acceptable to the Association and put everything on an even footing, the first repair to these specific areas under Association auspices will be paid for by the unit owner. Subsequent repairs to the same unit for the same purpose will be the financial responsibility of the Association. The Secretary will maintain a permanent Maintenance Record in which the date and nature of all such repairs will be recorded by unit address.

[19] ARTICLE V – Section 10-f (Maintenance and Repair) Amended by Unit Owners on 11/13/1999. Paragraph (f) is new. It establishes a policy that relates to the replacement of patio doors and windows.

[20] ARTICLE V – Section 11-h (Use of Property). Amended by Unit Owners at General Meeting held on 11/2014, which limits the parking to three (3) vehicles per property owner.

[21]ARTICLE V – Section 11-h (Use of Property). Amended by Unit Owners at General Meeting held on 11/2003, to prevent the parking of inappropriate or unsightly vehicles.

[22] ARTICLE V Section 11-j (Use of Property) Amended by Unit Owners at General Meeting held on 11/2001.

[23]ARTICLE V Section 11-l (Use of Property) Amended by Unit Owners at Annual Meeting 11/11/2000, the use of the word "tenant" was deleted since change to Article VII does not allow tenants.

[24] ARTICLE V Section 11-m Use of Property. Amended by Unit Owners at Annual Meeting November 11, 2017.

[25] ARTICLE V – Section 12 (Additions, Alterations, or Improvements by Board of Directors) Amended by unit owners at Special Meeting held on 3/12/1977.

[26] ARTICLE V – Section 13 (Additions, Alterations, or Improvements by Unit Owners). Amended by Unit Owners at Special Meeting held on 3/12/1977.

[27] ARTICLE VII – Section 1-d (Sales and Leases). Amended by Unit Owners at Meeting held on 9/29/76.

[28] ARTICLE VII – Section 3 (Financing of Purchase of Units by Board of Directors). Amended by Unit Owners at Special Meeting held on 3/12/1977.

[29] ARTICLE VII – Section 6 (Rental). Amended at Annual Meeting on November 21, 2011 to provide for achievement of eventual goal of all owner occupied units.

[30] ARTICLE VII – Section 6 (Rental). Amended by Unit Owners at Annual Meeting on 11/8/1997.

[31] ARTICLE IX – Section 1 (Records and Audits). Amended by Unit Owners at Special Meeting held on 11/6/1976.

[32] ARTICLE XI – Section 1 (Amendments to By-Laws). Amended by Unit Owners at Special Meeting on 9/29/1976.

[33] ARTICLE XI- Section 1 (Amendments to By-Laws). Amended by Unit Owners at Special Meeting on 3/12/1977.

[34] ARTICLE XI – Section 2 (Procedure for submitting amendments to the By-Laws.) Added to By-Laws by unit owners. at the annual meeting on 11/12/2022.