Future Amendments to Declaration & By-Laws

BY-LAWS OF

WOOD HAVEN BRIDGES INC.

AMENDED & ADOPTED BY THE MEMBERS OF THE ASSOCIATION

ON

JANUARY 20, 2018

ARTICLE I

Plan of Apartment Unit Ownership

Section 1. *Apartment Unit Ownership*. The property located in the City of Greenfield, State of Wisconsin (hereinafter called the "Property") known as Wood-Haven Bridges, has been submitted to the provisions of the Wisconsin Unit Ownership Act by the Declaration recorded in the office of the Register of Deeds for Milwaukee County on September 24, 1971, as Document No. 4624512.

Section 2. *Applicability of By-Laws and Definitions*. 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 requires otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Unit Ownership Act.

Section 3. *Office*. The office of the condominium and of the Board of Directors shall be located at 8500 West Waterford Avenue, Greenfield, Wisconsin.

Section 4. *Association of Unit Owners*. The affairs of the Property shall be governed by Wood-Haven Bridges, Inc. (hereinafter sometimes referred to as the "Association"), which is a non-stock, non-profit corporation, incorporated under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes. The membership of the Association shall at all times consist exclusively of all unit owners of the Property.

ARTICLE II

Board of Directors

Section 1. *Number and Qualification*. The affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall be composed of five persons, all of whom shall be owners or spouses of owners of units, or, in the case of partnership owners, shall be members or employers of such partnership, or in the case of corporate owners, shall be officers, stockholders or employees of such corporations, or in the case of fiduciary owners shall be the fiduciaries, or officers or employers of such fiduciaries.

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 Association and the provisions of the Wisconsin Condominium Ownership Act, the Wisconsin Non-Stock Corporation Law, 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 and amendment of rules and regulations covering the details of the operation and use of the Property;
(f) Opening of bank accounts on behalf of the Property and designating the signatories required therefor;
(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 offered for sale or lease or 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 and subleasing units leased 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 or leasing of units on behalf of all unit owners;

(k) Granting licenses for vending machines;

(l) Obtaining insurance for the Property, including the units, pursuant to the provisions of Article V, Section 2 hereof; and

(m) 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 Property a managing agent which may be Declarant or a related party 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), €, (f), (g), (h), (i) and (j) of Section 2 of this Article.

Section 4. *Election and Term of Office*. At the annual meeting of the Association, the unit owners shall elect the Board of Directors to serve offices in staggered terms. Two directors will be elected in even years and three directors will be elected in odd years. The members of the Board of Directors shall hold office for terms of two years or until their respective successors shall have been elected by the unit owners.

Section 5. *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.

Section 6. *Vacancies*. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members 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 the unit owners.

Section 7. *Organization Meeting*. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. *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 (2) 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 or e-mail (if the Board member consents to receipt of notice by e-mail), at least three (3) business days prior to the day named for such meeting.

Section 9. *Special Meetings*. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each member of the Board of Directors, given by mail or e-mail (if the Board member consents to receipt of notice by e-mail), 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 three (3) members of the Board of Directors.

Section 10. *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 him 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 such meeting.

Section 11. *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 such 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.

Section 12. *Fidelity Bonds*. The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

Section 13. *Compensation*. No member of the Board of Directors shall receive any compensation from the Property for acting as such.

Section 14. *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 to others arising out of the contracts made by the Board of Directors on behalf of the Property 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 Property. 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 proportions of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all the unit owners in the common areas and facilities. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Property shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are 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 his interest in the common areas and facilities bears to the interests of all unit owners in the common areas and facilities.

Section 15. *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 signed 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.

ARTICLE III

Unit Owners

Section 1. *Annual Meetings*. Promptly after 80 units shall have been sold and conveyed by Declarant, the Declarant shall notify all unit owners thereof, and the first annual meeting of the unit owners shall be held within thirty (30) days thereafter on a call issued by the President. At such meeting, the designees of the Declarant shall resign as members of the Board of Directors, and all the unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter, the unit owners shall meet at least once during each calendar year in the month of January. At such meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirement of Section 4 of Article II of these By-Laws. So long as the Declarant shall own one or more units, the Declarant shall be entitled to elect at least three (3) members of the Board of Directors who shall serve for terms of one (1), two (2) and three (3) years. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. *Place of Meetings*. Meetings of the unit owners shall be held at the principal office of the Property 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 twenty-five percent (25%) of the common interest. The notice of any special meeting shall state the time, the 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 to each unit owner of record or cause to be delivered to each unit a notice of each annual or special meeting of the unit owners, at least ten (10), but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing 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 forty-eight (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 (2) 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.

Section 7. *Voting*. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. If only one of multiple owners of a unit is present at a meeting of the association, the owner is entitled to cast the votes allocated to that unit. If more than one of the multiple owners is present at any meeting of unit owners, the votes allocated to that unit may be cast *pro rata* among the owners, but unanimous agreement is conclusively presumed if any of them purports to cast the votes allocated to that unit without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary of the Association stating that thereafter the vote must be cast *pro rata*. Unit owners may vote by proxy, but, the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 8. *Majority of Unit Owners*. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than fifty percent (50%) of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 9. *Quorum*. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-third (1/3) of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. *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 11. *Delinquent Unit Owners*. A unit owner is prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the person's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

ARTICLE IV

Officers

Section 1. *Designation*. The principal officers of the Property 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 organization 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 his 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 Property. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of the 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 he decides is appropriate to assist in the conduct of the affairs of the Property.

Section 5. *Vice President*. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board 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 him by the Board of Directors or by the President.

Section 6. *Secretary*. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the Office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 7. *Treasurer*. The Treasurer shall have the responsibility for Property 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. He shall be responsible for the deposit of all monies and all other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the Office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8. *Agreements, Contracts, Deeds, Checks, etc*. All agreements, contracts, deeds, leases, checks and other instruments of the Property shall be executed by any two (2) officers of the Property or by such other person or persons as may be designated by the Board of Directors.

Section 9. *Compensation of Officers*. No officer shall receive any compensation from the Property for acting as such.

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 Property, determine the amount of the common charges required to meet the common expenses of the Property and allocate and assess such common charges against the unit owners according to their respective common interest. 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 pursuant to the provisions of Section 2 of this Article V. 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 him, and shall furnish copies of each budget on which such common charges are based to all unit owners.

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 four buildings (including all of the units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings, or other personal property supplied or installed by unit owners) together with all air conditioning equipment and other service machinery contained therein; 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. Each policy shall provide that proceeds shall be payable to the Board of Directors or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interests may appear;

b. Workman's compensation insurance;
c. Boiler and machinery insurance;
d. Plate glass insurance;
e. Water damage insurance; 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, in that the net proceeds thereof, if $10,000 or less, shall be payable to the Board of Directors, and, if more than $10,000, shall be payable to the insurance trustee.

The amount of fire insurance to be maintained until the first meeting of the Board of Directors following the first annual meeting of the unit owners shall be in at least the sum of $1,500,000.

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 (10) days' prior written notice to all of the insureds, including all mortgagees of units. A summary of policy coverages shall be furnished to all unit owners; also, to any mortgagee that requests same in writing. 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 for the purpose of determining the amount of fire insurance to be affected pursuant to this section.

The Board of Directors shall also be required to obtain and maintain, to the extend 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 of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of $1,000,000 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.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing 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.

Section 3. *Repair 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 the owners of 75% of the common interest do not resolve within ninety (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 (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, 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 unit owners for such deficit as part of the common shares.

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 ninety (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 the insurance policies shall be divided by the Board of Directors or the insurance trustee, as the case may be, among all 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 his unit, in the order of the priority of such liens.

Section 4. *Payment of Common Charges*. Each unit owner shall be obligated to pay its proportionate share of the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such times as the Board of Directors shall determine. Unless otherwise determined by the Board of Directors, common charges shall be payable to the Association in monthly installments that shall be due on the first day of each month in advance. No unit owner may exempt himself or herself from liability for the common charges assessed by waiver of the use or enjoyment of the Property or by abandonment of his or her unit. All unit owners must pay the common charges assessed regardless of any claim they might have against the Association.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit coming due subsequent to a sale, transfer or other conveyance by him thereof. In a voluntary transfer of a unit, the purchaser of a unit shall be jointly and severally liable with the transferor for the payment of all unpaid assessments against such unit coming due up to the date of transfer, without prejudice to any rights of the purchaser to recover from the transferor the amount paid by the purchaser thereof. However, any such purchaser shall not be liable for the amount of unpaid assessments in excess of the amount set forth in a statement from the Board of Directors or the manager furnished pursuant to Section 703.165 of the Wisconsin Condominium Ownership Act.

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, and shall take prompt action to collect from a unit owner any common charges due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. *Default in Payment of Common Charges*. In the event of default by any unit owner in paying to the Board of Directors, the assessed common charges, such unit owner shall be obligated to pay the highest rate of interest as provided by law on such common charges from the due date thereof. In lieu of charging such interest, the Board of Directors may fix a reasonable late fee to be charged against a defaulting unit owner. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceedings, including attorney fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 703.165 of the Wisconsin Condominium Ownership Act. A delinquent unit owner shall be liable for actual costs and attorney fees incurred by the Association in collection of the unpaid common charges, whether or not a lawsuit is commenced. These sums shall be an assessment on the unit and a personal liability of the unit owner.

Section 7. *Foreclosure of Liens for Unpaid Common Charges.* The Board of Directors, acting on behalf of all unit owners, shall have the 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.

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 his unpaid common charges.

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 thereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespassing; or

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

Section 10. *Maintenance and Repair*. (a) All maintenance of and repairs to any unit, structure or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common or limited common area or facility contained therein not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. However, all damage to structural elements within a unit caused by damage to or from a common area or service not necessitated by the negligence, misuse or neglect of the owner shall be made by the Board of Directors and be charged to all the unit owners as a common expense. Said repairs shall bring the unit only up to its original condition and shall not include any improvements made by the unit owner such as painting, wallpapering, paneling, etc. 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 his failure to effect such maintenance and repairs. (b) All maintenance, repairs, and replacements to the common and limited common areas and facilities, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of a unit owner, 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 the unit owners as a common expense.

Section 11. *Balconies and Patios*. Any balcony or patio assigned to a unit as a limited common area and facility shall be for the exclusive use of the owner of such unit. Such unit owner, at his or her sole expense, shall keep such balcony in a good, clean, sanitary and attractive condition, including keeping the balcony free and clean of snow, ice and any accumulation of water. All other maintenance and repairs in, to or with respect to any balcony or patio shall be made by the Board of Directors and charged to all unit owners as a common expense, except that the expense of any maintenance or repairs necessitated by the negligence, misuse or neglect of a unit owner shall be charged to such unit owner.

Section 12. *Use of Units*. 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 residences only.

(b) The common and limited common areas and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of units.

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

(d) No immoral, improper or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations 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 Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No portion of a unit other than the entire unit may be rented, and no transient tenants may be accommodated therein.

Section 13. *Additions, Alterations or Improvements by 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 $10,000, and making of such additions, alternations or improvements shall have been approved by a majority of the unit owners and by those mortgagees holding mortgages constituting first liens upon 25 or more units, 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 $10,000 or less may be made by the Board of Directors without approval of the unit owners or any mortgagees of units and the cost thereof shall constitute a common charge.

Section 14. *Additions, Alterations or Improvements by Unit Owners*. No unit owner shall make any structural addition, alteration or improvement in or to his unit, which would affect any other unit, without the prior written consent thereto of the Board of Directors. No additions, alterations or improvements are permitted that would change the appearance of the exterior of the condominium. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in the interior of a unit owner's unit, within 30 days after such request, and failure to do so within

the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. It is the responsibility of the unit owner making the written request for a proposed structural addition, alteration or improvement in such unit owner's unit to furnish the Board of Directors a letter as to the structural integrity of the proposed change. Any application to any government authority for a permit to make an addition, alteration or improvement in or to any unit shall first be submitted to the Board of Directors for their approval. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement. The provisions of this Section 14 shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant and paid for.

Section 15. *Use of Common and Limited Common Areas and Facilities*. A unit owner shall not place any furniture, packages or objects in the vestibules, public halls, stairways or other common or limited common areas or facilities, except in a balcony or patio to which he has sole access, or in an area designated as a storage area. The vestibules, public halls and stairways shall be used for no purpose other than for normal transit.

Section 16. *Right of Access*. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager or the managing agent to make inspection; to correct any condition originating in his unit and threatening another unit or a common or limited common area or facility; to install, alter or repair mechanical or electrical services or other common or limited common areas or facilities in his 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.

Section 17. *Rules of Conduct*. Rules and regulations concerning the use of the units and common and limited common areas or facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 18. *Water Charges*. Water shall be supplied to all of the units and the common areas and facilities through one or more building meters and the Board of Directors shall pay, as a common expense, all charges for water consumed on the Property promptly after the bills thereof 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 the purchaser'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 shall have been billed by the City.

Section 19. *Heat*. Heat shall be supplied to all units as a common expense.

Section 20. *Electricity and Gas (except for heating)*. Electricity 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 consumed or used in his unit and any balcony or patio appurtenant thereto. The electricity serving the common and limited common areas and facilities except balconies and patios appurtenant to units shall be separately metered, and the Board of Directors shall pay all bills for electricity consumed in such areas and facilities as a common expense. If gas shall become available (except for heating) at a later date, it shall be metered and paid for by each unit under procedures similar to electricity set forth in this section.

Section 21. *Reallocation of Boundaries*. Reallocation of boundaries between adjoining units or the granting of easements between unit owners pertaining to their units is forbidden.

ARTICLE VI

Mortgages

Section 1. *Mortgages of Units*. Each unit may be separately mortgaged.

Section 2. *Notice to Board of Directors*. A unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the Note and Mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgage of Units".

Section 3. *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 4. *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 5. *Examination of Books*. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Property at reasonable times, on business days, but not more often than once a month.

ARTICLE VII

Sales and Leases of Units

Section 1. *Sales*. No unit owner may sell his unit or any interest therein except by complying with the provisions of this section. A unit owner's sale of his unit shall include the sale (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; and (c) the interest of such unit owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests".

Any unit owner who receives a bona fide offer for the sale of his unit, hereinafter called an "outside offer", which he intends to accept, shall give notice in writing on the designated form to the Board of Directors of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require, and shall offer to sell such unit, to the Board of Directors, or its designee, corporate or otherwise, on behalf of the owners of all other units, on the same terms and conditions as contained in such outside offer. The giving of such notice shall constitute a warranty and representation by the unit owner who has received such offer, to the Board of Directors on behalf of the other unit owners, that such unit owner believes the outside offer to be bona fide in all respects. Within ten (10) days after receipt of such notice and payment of all money due the Association, the Board of Directors may elect, by notice to such unit owner, to purchase such unit (or to

cause the same to be purchased by its designee, corporate or otherwise), on behalf of all other unit owners, on the same terms and conditions as contained in the outside offer and as stated in the notice from the unit owner. The Board of Directors shall have the right to inspect the premises of the unit offered for sale within the ten (10) day period. At the closing, the unit owner, if such unit is to be sold, shall convey the same to the Board of Directors, or to its designee, on behalf of all other unit owners, by Deed in the form for such unit upon original conveyance by Declarant and shall pay all transfer taxes. In the event the Board of Directors or its designee shall fail to accept such offer within ten (10) days, the unit owner shall be free to contract to sell such unit-to the outside offeror within sixty (60) days after expiration of the period in which the Board of Directors or its designee might have accepted such offer, on the terms and conditions set forth in the notice from the unit owner to the Board of Directors of such outside offer. Any Deed to an outside offeror shall provide that the acceptance hereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the rules and regulations, as the same may be amended from time to time. In the event the offering unit owner shall not, within such sixty (60) day period, contract to sell such unit to the outside offeror on the terms and conditions contained in the outside offer, or if such contract is entered into but not fulfilled, then the unit owner shall be required to again comply with all of the terms and provisions of this section in order to sell the unit.

Any purported sale of a unit in violation of this section shall be voidable at the election of the Board of Directors.

Section 2. *No Severance of Ownership*. No unit owner shall execute any Deed, Mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof 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 otherwise 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.

Section 3. *Release by Board of Directors of Right to First Refusal*. The right of first refusal contained in Section 1 of this Article may be released or waived by the Board of Directors, in which event the unit may be sold or conveyed free and clear of the provisions of this section.

Section 4. *Certificate of Termination of Right of First Refusal*. A certificate, executed and acknowledged by the Secretary of the Property, stating that the provisions of Section 1 of this Article have been met by a unit owner, or have been duly waived by the Board of Directors, and that the rights of the Board of Directors thereunder have been terminated, shall be conclusive upon the Board of Directors and the unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any unit owner who has in fact complied with the provisions of Section 1 of this Article or in respect to whom the provisions of such section have been waived, upon request, at a reasonable fee.

Section 5. *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 levy an assessment against each unit owner in proportion to his ownership in the common and limited common areas and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article V. Alternatively, 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.

Section 6. *Exceptions*. The provisions of Section 1 of this Article shall not apply with respect to any sale, lease or other conveyance by a unit owner of his unit to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, or a unit owned or designated in writing by the Declarant, or to the acquisition or sale of a unit by a mortgagee herein authorized who shall acquire title to such unit by foreclosure to any purchaser of such unit from such mortgagee.

Section 7. *Gifts and Devices, etc.* Any unit owner shall be free to convey or transfer his unit by gift to any person or persons related by blood or marriage, or to devise his unit by Will, or to pass the same by intestacy, without restriction.

Section 8. *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 9. *Payment of Assessments*. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his 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 his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

Section 10. *Owner Occupancy*. All units shall be owner occupied, subject to the following exceptions:

(a) The unit owner's immediate family members may occupy the unit. Immediate family members are herein defined as parents, children, grandchildren, spouse, nieces, nephews, and siblings of the unit owner by blood, marriage, or adoption and shall include half and step relatives.
(b) A non-owner may occupy the unit simultaneously with the unit owner.
(c) If the owner of the unit is a trust, corporation, limited liability partnership, limited liability company or other business or fiduciary entity, a beneficiary, shareholder, partner or member shall be deemed to be an owner provided that the occupant is at least a fifty-one percent (51%) owner, stakeholder or beneficiary.
(d) The Association or a mortgagee of a unit that has acquired the unit through foreclosure or a Deed in Lieu of Foreclosure may lease a unit.
(e) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a unit owner if it determines that enforcement of this section would result in an unreasonable hardship upon the unit owner. Any application for an exception under this subsection must be in writing and must specify the reasons for requesting the exception. The Board of Directors (or a committee of unit owners assigned by the Board of Directors for this purpose) shall convene a meeting within thirty (30) days after receipt of the request, advising the unit owner of the time and place of the meeting and giving the unit owner an opportunity to appear.

The Board or the committee shall decide whether or not to grant the hardship exception and shall give written notice of its decision and the reasons therefor to the unit owner within seven (7) days after said meeting. The decision shall be binding on the Association and all parties. A hardship exception will not be granted more than once for any unit owner. Leases approved under this subsection shall be for a period of not more than twelve (12) months in duration (subject to a one-time extension for a period not to exceed six (6) months upon re-application and re-approval by the Board).

No unit owner shall be granted an exception under this subsection unless and until the unit owner has paid the Association any and all unpaid common charges assessed against the unit, and until the unit owner has satisfied any and all unpaid liens against the unit, except permitted mortgages.

(f) Grandfathered Units. Any unit owner that rents or leases his or her unit at the time of passage of this amendment shall be defined as a "Grandfathered Owner". A Grandfathered Owner is exempt from the owner occupancy requirements contained herein and shall have the continuing right to rent his or her unit for a period of ten (10) years after the date of enactment, or until the Grandfathered Owner sells, transfers or conveys the unit to another owner, or until the tenant terminates their lease, whichever occurs first.

(g) Assignment of Rents. Every unit owner that rents or leases his unit, whether permitted or not, shall assign all rents and profits from the lease to the Association for the purpose of reimbursing the Association for any overdue assessments, special or ordinary, which may be levied by the Association against the unit or the unit owner during the term of the lease, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of a unit.

If a unit is occupied by a tenant, whether permitted or not, and the unit owner is more than sixty (60) days delinquent in paying any common charges owed to the Association, the Association may make a written demand to the tenant to pay to the Association the subsequent rental payments. The demand is continuing in nature: the tenant must pay rental

payments to the Association until all monetary obligations of the unit owner related to the unit have been paid in full to the Association and the Association releases the tenant and the tenant discontinues tenancy in the unit.

If the tenant fails to pay a required payment to the Association after written demand has been made to the tenant, the Association may issue notice and sue for eviction as if the Association were the landlord. However, the Association is not otherwise considered a landlord and has no such obligation.

The Association must mail written notice to the unit owner of the Association's demand that the tenant make payments to the Association. The Board of Directors shall, upon request, provide the tenant with written receipts for payments made.

This provision in no way limits or restricts the Association's right and ability to pursue collection remedies against the unit owner in any way permitted under Chapter 703 of the Wisconsin Statutes and the condominium documents, including foreclosure.

(h) Penalties. A violation of this section shall, in addition to any other remedy available to the Association, results in a fine being assessed against the unit owner in the amount of Fifty Dollars ($50.00) per day of the violation, and a unit owner found to be in violation shall be responsible for all reasonable attorney fees and related costs incurred by the Association in connection with enforcing this section.

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 $10,000 or less, or does not relate to any building or a swimming pool; 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 ninety (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 in 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, as provided in Section 3 of Article V of these By-Laws.

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 Property, 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, and the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Property 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 Property examined by an independent public accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested same in writing, promptly after the end of each fiscal year. An immediate audit shall be made whenever voted for by the simple majority of a quorum present at any meeting of the Association.

ARTICLE X

Miscellaneous

Section 1. *Notices*. All notices to the Board of Directors shall be sent by registered or certified mail, c/o of 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 registered or certified mail or hand delivery to the building or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units, shall be sent by registered or certified mail or hand delivery to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, 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 these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of 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 the feminine gender 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 shall be a bank or trust company in the County of Milwaukee designated by the Board of Directors and having a capital, surplus and undivided profits of $10,000,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

ARTICLE XI

Amendments to By-Laws

Section 1. *Amendments to By-Laws*. These By-Laws may be modified or amended by the affirmative vote of the unit owners having 67% or more of the votes.

ARTICLE XII

Conflicts

Section 1. *Conflicts*. These By-Laws are set forth to comply with the requirements of Section 703.19 of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of such Act or of the Declaration, the provisions of such Act or of the Declaration, as the case may be, shall control; and in case of any conflict between the provisions of such Act and the Declaration as it relates to these By-Laws or otherwise, the provisions of the statute shall control.

REEL 1463 IMAG 172

Form 104 - Sec. State 1970
Nonstock — AMENDMENT

State of Wisconsin
~~SECRETARY OF STATE~~
Madison, Wisconsin 53702

Resolved, That

the name Twelve Bridges West II Condominiums be changed to Wood-Haven Bridges, a Condominium.

5557651

REGISTER'S OFFICE } SS
Milwaukee County, Wis.
RECORDED AT 1 30 PM

AUG 13 1982
REEL 1463 IMAGE 172
[signature]
REGISTER OF DEEDS

DOC # 5557651 #
RECORD 4.00
B CASH B 4.00
#87328 C001 R01 T13:30
AUG 13 82

The undersigned officers of Twelve Bridges West II Condominiums

certify:
(Use correct and complete corporate name)

There are 112 condominium units at Twelve Bridges West II.

1. The foregoing amendment of the ~~articles of incorporation~~ Declaration of said ~~corporation~~ association was adopted by the members on the 13th day of January, 1981, by the following vote:

Number of Members having voting rights	Number present in person or by proxy	Number voting For	Number voting Against
112	97	86	6

Favorable votes for the Amendment were made by members having a 76.174% voting percentage.

~~2. (See instructions 2 and 3)~~

2. The foregoing amendment of the Declaration of said association was approved by the mortgagees as follows:

NUMBER OF MORTGAGEES	NUMBER RESPONDING	NUMBER APPROVING	NUMBER NOT APPROVING
25	21	21	0

Approval was given by 84% of the mortgagees and by mortgagees holding 90.6% of the mortgages.

Executed in duplicate and seal (if any) affixed this First day of August, 1982

[signature]
President

(Affix seal or state that there is none) NO SEAL.

Audrey M. Yeates
Secretary

Signatures Terrence O. Metz and Audrey M. Yeates authenticated this 1st day of August, 1982.

Morton Grodsky
MORTON GRODSKY
MEMBER STATE BAR OF WISCONSIN

This document was drafted by

Attorney Morton M. Grodsky
(Name)

Please print or type