BY-LAWS OF

INDIAN RIDGE TERRACE CONDOMINIUM

OWNER'S ASSOCIATION, INC.

250 INDIAN MOUND PARKWAY

WHITEWATER, WISCONSIN 53190

NOVEMBER 2001 (REVISED)

Article IV	Officers	10
	1. Designation	10
	2. Election of Officers	11
	3. Removal of Officers	11
	4. President	11
	5. Vice-President/Secretary	11
	6. Treasurer	12
	7. Agreements, Contracts, Deeds, Checks, etc.	12
	8. Compensation of Officers	12
Article V	Operation of the Property	13
	1. Determination of Common Expenses and Common Charges	13
	2. Insurance	14
	3. Repair and Reconstruction After Damage	17
	4. Reserve for Contingencies and Replacements	18
	5. Failure to Prepare Annual Budget	19
	6. Books and Records	19
	7. Status of Collected Funds	20
	8. Remedies for Failure to Pay Assessments	20
	9. Rental During Foreclosure	22
	10. Waiver of Use	22
	11. Abatement and Enjoining of Violations	22
	12. Maintenance and Repair	23
	13. Use of Property	26
	14. Additions, Alterations, or Improvements by Board of Directors	32
	15. Additions, Alterations, or Improvements by Unit Owners	33
	16. Rules of Conduct	33
	17. Utilities	34
	18. Right of Access	34
Article VI	Mortgages	34
	1. Mortgage of Units	34
	2. Notice to Board of Directors	34
	3. Notice of Unpaid Common Charges	34
	4. Notice of Default	35
	5. Examination of Books	35

BY-LAWS OF

INDIAN RIDGE TERRACE CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE 1

Section 1. Unit Ownership. The Property located in the City of Whitewater, WalworthCounty, State of Wisconsin, (the "Property") know-n as Indian Ridge Terrace Condominium (the "Condominium"), has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a certain Declaration of Condominium (the "Declaration") recorded in the offce of the Register of Deeds for Walworth County, Wisconsin.

Section 1a. Housing for Older Persons. This condominium is intended for housing for older persons as defined in Section 106.50 (1m)(m) of the Wisconsin Statutes; therefore, at least one owner and resident of every condominium unit must be age 55 or older. However, the Association reserves the right to preapprove the residency of anyone under the age of 55 years who is the spouse, partner, or dependent of someone age 55 years or older. If a resident of a unit dies leaving no resident in the unit age 55 or over, then the remaining residents must move from the unit within twelve (12) months of the death of the resident.

Section 1b. Grandfather Provision. For purposes of fairness and clarification, any current member, owner, spouse, partner, or dependent under the age of 55 years residing in a unit on June 1, 2022 is grandfathered in, or approved as a resident, for purposes of Section 1a as of the date of the adoption of this Amendment.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of Indian Ridge Terrace Condominium Owners Association, Inc. (the "Association), a Wisconsin corporation, organized under the Wisconsin Nonstock Corporation Law to serve as an Association of unit 0',vners under the Wisconsin Condominium Ownership 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 require otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Offce. The offce of the Association and of the Board of Directors of the Association (the "Board of Directors" or the "Board") shall be located at 250 Indian Mound Parkway, Whitewater, Wisconsin.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the term of office of one member of the Board of Directors shall be fixed at three years, the term of office of one member of the Board of Directors shall be fixed at two years, and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Directors, his/her successor shall be elected to serve a term of three years. The members of the Board of Directors shall hold office 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 two-thirds of the authorized votes of all 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 so removed and until a successor shall be elected at the appropriate 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 immediately after

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereon 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.

Section 12. Fidelity Bonds. The Board of Directors may 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. If such bonds are unobtainable for any reason whatsoever or if their cost is deemed prohibitive by the Board of Directors, such bonds need not be obtained.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association 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, failure to adhere to the provisions of the Declaration of these By-Laws, negligence, or otherwise, except for their own individual fraudulent 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 contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with

meeting the unit owners other than Declarant shall elect at least twenty-five percent (25%) of the Directors of the Board. Prior to the conveyance of fifty percent (50%) of the common element interest to unit owners a meeting shall be held at which the unit owners other than Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors of the Board. Not later than thirty (30) days after the expiration of Declarant control, a meeting shall be held by the Association at which the directors and officers shall be elected and take office after the election. Thereafter, there shall be an Annual Meeting of the Voting Members on each succeeding year, at 7:30 o'clock PM, on the second Tuesday in November of each year, on the Property, or at such other reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for said meeting. Declarant control shall cease at the earlier of the following event: 10 years from the date of filing the Declaration or 30 days after the conveyance of 75% of the Common Elements to unit purchasers (sale of units owning a total of 75% of the condominium as provided in Exhibit "B" of the Declaration and Amendments thereto, and the additional units provided for in the Declaration under the provisions granting the right of expansion to Declarant).

Section 2. Place of Meetings. Meeting of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit 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 Vice President/Secretary by unit owners having 33

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 votes appurtenant to each unit owned. Where ownership is in the name of two or more persons, the votes appurtenant to their unit shall be cast collectively.

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 50% of the 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 Article III, Section 7, of these By-Laws.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having a majority 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. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect of a unanimous vote.

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/her successor may be elected at any regular 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 of the Board of Directors. The President shall have all of 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 Property.

Section 5. Vice-President/Secretary. The Vice-President/Secretary shall hold the position of Vice-President and of Secretary and perform the duties of both offices. The Vice-President/Secretary shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If the Vice-President/Secretary is unable to do so, 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/Secretary shall also perform such other duties as shall from time to time be requested of the office by the Board of Directors or by the President.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Common Charges. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power, and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each other in writing as to the amount of such estimate, with reasonable itemization thereof. The Common Expenses and Common Charges shall be assessed as follows: Those expenses for the common elements, exclusive of fire and extended coverage insurance, shall be divided equally among all units for which occupancy permits have been received from the City of Whitewater. Fire and extended coverage insurance costs shall be assessed on the ratio of the percentage of ownership of all units for which occupancy permits have been issued by the City of Whitewater. On or before January 1 of the ensuing year, and the first of each and every month of each year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth ($1/12^{th}$) of the assessment made pursuant to this Section. The Board may, at its option, elect to have the assessments paid in four equal installments, one each on the first day of each quarter during the assessment year. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred

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 insured, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all 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, 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 of one insured against another. The Board of Directors may obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

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, 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

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property as a result of fire or other casualty or otherwise in the amount of $10,000.00 or less, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction, 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 reconstruction in appropriate progress payments. Any cost of such repair and reconstruction 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 charges. By acceptance of the deed to his/her unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, Section 11, of these By-Laws and shall constitute the determination by the Association to repair, reconstruct, or rebuild as required by the Wisconsin Condominium Ownership Act. If notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Association, then the affirmative vote of one unit owner shall be sufficient to determine to repair and reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of $10,000.00, the Association shall proceed with repair or reconstruction unless the Association, by vote of more than two-thirds of the authorized votes of all unit owners shall determine to terminate the condominium and proceed with the sale of

after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted quarterly amount.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the unit owner shall not constitute a waiver or release in any manner of such unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the unit owner shall continue to pay the quarterly maintenance payment which is due no more than ten days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours of weekdays as may be requested by the unit owner. Upon ten days' notice to the Board of Directors and payment of a reasonable fee as fixed by the Board of Directors not to exceed $25.00, any unit owner shall be furnished a statement of the unit owner's account, setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

of the Board of Directors as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board of Directors and their successors in office, acting on behalf of the other unit owners, shall have the power to bid in the interests so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien shall take effect and be in force when and as provided in the Wisconsin Condominium Ownership Act; provided, however, that encumbrances (other than those constituting a first mortgage owned or held by or on behalf of any bank, insurance company, or savings and loan association) shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the unit covered by its encumbrance, and, unless the request shall be complied with within 20 days, all unpaid common expenses which become due prior to the date of the making of the request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment, such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his/her encumbrance. Each unit owner shall be obligated to pay common charges hereunder notwithstanding the fact that the unit owner may have a pending dispute with the Association on any matter.

Section 12. Maintenance and Repair.

(a) The Board of Directors, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each unit which contribute to the support of a building, excluding, however, interior wall, ceiling, and floor surfaces. In addition, the Board of Directors shall maintain, repair, and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which may be located within the unit boundaries as specified in Sections 3.02 and 3.03 of the Declaration, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, which may be the responsibility of an individual unit owner under any other provisions of the Declaration.

(b) Except as otherwise provided in (a) above, each unit owner shall furnish, at his/her expense, and be responsible for the following:

(i) All of the maintenance, repairs, and replacements within his/her own unit together with all of the doors and windows appurtenance thereto, and all internal installations of such unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures or installations, and any portion of any utility service facilities located within the unit boundaries as specified in sections 3.02 and 3.03 of the Declaration, provided, however, such maintenance, repairs, and replacements as may be required for the bringing of water, gas, and sewer service or electricity to the unit, shall be furnished by the Board of Directors as part of the common expenses. The Board of Directors may provide, by its rules and regulations, for ordinary maintenance

become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

© If, due to the negligent act or omission of a unit owner, or of a member of his/her family, or of a guest or other authorized occupant or visitor of such unit owner, or the act of a household pet, damage shall be caused to the common areas and facilities or to a unit or units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board of Directors, subject to these By-Laws and the rules and regulations adopted by the Board of Directors.

(d) To the extent that equipment, facilities, and fixtures within any unit or units shall be connected to similar equipment, facilities, or fixtures affecting or servicing other units or the common areas and facilities, then the use thereof by the individual unit owners shall be subject to the rules and regulations adopted by the Board of Directors. Owners shall not cause nor permit any sign, poster or other display to be located inside of or adjacent to any door or window in such manner or fashion as to be visible to the exterior of the building, including "For Sale", "For Rent" or any other type of sign. The specific provisions of the Declaration governing signs shall be enforced by the Board.

(e) Each unit owner shall maintain a minimum temperature of 50 degrees Fahrenheit in the interior of the unit during the winter to protect the common and limited common elements and individual unit. In the event of the failure of

facilities which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

(d) Unit owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the unit, and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board of Directors.

(e) No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except that dogs, cats, or other domesticated household pets may be kept in units, subject to rules and regulations adopted by the Board of Directors, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board of Directors.

(f) No unlawful, immoral, noxious, or offensive activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to the other unit owners or occupants of units.

(g) Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of any building or which would

(j) No industry, business, trade, occupation, or profession of any kind, whether commercial, religious, educational, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor except with the consent of the Board, shall any signs be maintained or permitted by any owner or any part of the Property or in any unit therein, EXCEPT that a unit owner may conduct a Home Enterprise as hereinafter provided. The Board may allow signs identifying the address of the individual unit. The Board may provide for a sign or signs identifying the condominium and directional signs to be located on the Common Elements and such other signs and flags for special events as the Board deems advisable. Declarant or the Board may display such signs as are required by law or set forth in the rules and regulations of this Condominium. There shall be no "For Sale" or "For Rent" signs located on the Limited Common Elements, within the units, or on the Common Elements of the Condominium.

(k) Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Board of Directors.

(l) Declarant reserves the right, at Declarant's option, for a period of not more than 120 months from the recording or filing of this Declaration, to occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant one or more units for business, construction management, general management, or promotional purposes, including clerical activities, sales offices, model units for display and the like; provided that the activities in the units so occupied do not interfere with the quiet enjoyment of any other owner or occupant.

sedans, coupes, station wagons, convertibles, sport cars, economy cars and antique automobiles, without the prior written consent of the Board of Directors of the Association and the compliance with the By-Laws. This By-Law shall not be construed to prohibit deliveries of products, moving of personal effects or service vehicles from having access to all units during reasonable hours or in case of emergency. The By-Law shall apply to all vehicles including trucks, (except non-business pickup trucks), recreation vehicles, motor homes, boats and trailers and the like unless specifically exempted as herein provided. In the event any unit owner, occupant, guest, invitee, family member, or licensee shall dismantle or otherwise make inoperative any motorized vehicle on the Common Elements, except for temporary and emergency repairs, and refuse to remove same within twelve (12) hours after receipt of written notice to immediately repair or remove said motorized vehicle, the Board shall have the right to enter on the Common Elements and remove therefrom said inoperative motorized vehicle. The costs of removal and storage of said vehicle shall be assessed against the unit owner and shall become collectable as herein provided for any assessment. Parking shall be restricted to that portion of the common areas and facilities identified in the Declaration as parking areas. Those parking areas assigned to specific units shall be restricted to the exclusive use of the unit owners. No motor homes or mobile homes may be parked, stored or used on the premises without the prior written approval of the Board. Any approved use shall be for a maximum of seventy-two hours and must comply with local ordinances and state law.

areas and facilities shall require additions, alterations, or improvements costing in excess of $5,000.00, and the making of such additions, alterations or improvements shall have been approved by two-thirds (2/3) of the authorized votes of all 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 $5,000.00 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 15. Additions, Alterations, or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or on his/her unit, nor affix anything to the exterior of his/her unit nor erect or construct anything in the limited common area assigned to his/her unit without the prior written consent thereto of the Board of Directors. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or on any unit shall be executed by the Board of Directors. 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 15 shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant.

Section 16. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common areas and 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 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

Unpaid Assessments on Sale

Section 1. Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a unit, the transferee of the unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President of the Association, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth.

ARTICLE VIII

Condemnation

Section 1. Procedure. In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein a residential building, or buildings, or unit, or

(d) The condemnation of an owner's unit and its non-replacement with a like unit, shall terminate said owner's membership. The remaining members shall constitute the owners of all common elements and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in this Declaration.

ARTICVLE 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 each unit, 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, prepared by an independent certified public accountant, or by members of the Association appointed at the annual meeting, 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.

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 authorized to do business in the State of Wisconsin, designated by the Board of Directors and having a capital surplus and undivided profits of $1,000,000.00 or more. The Board of Directors shall pay the fees and disbursements which shall constitute a common expense.

Section 7. Conflicts. These By-Laws are set forth to comply with the requirements of Section 703.10 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, these By-Laws shall control and, to the extent of any such conflict, these By-Laws shall be deemed to be an amendment to the Declaration.

Section 8. Relinquishment of Control. The Association shall have all of the powers of an association of unit owners under the Wisconsin Condominium Ownership Act. By adoption of these By-Laws and the receipt of Declarant's written consent to relinquish Declarant's control, the Declarant shall be deemed to have relinquished all

INDIAN RIDGE TERRACE CONDOMINIUM
WALWORTH COUNTY

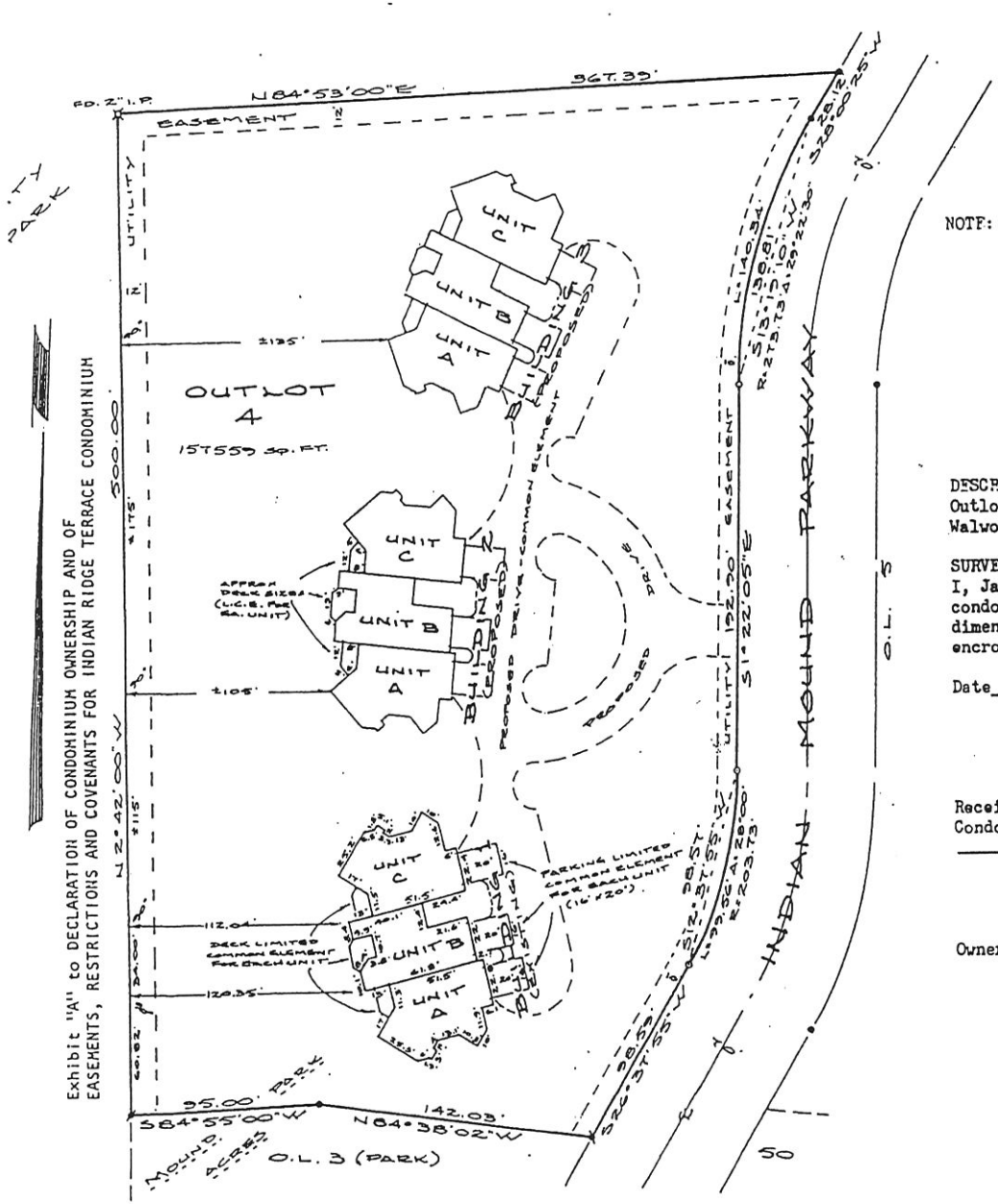


Exhibit "A" to DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR INDIAN RIDGE TERRACE CONDOMINIUM

SCALE 1" = 60'

- Found 1¼" Iron Rod
- Found 3/4" Iron Rod
- Set 1"x24" Iron Pipe

NOTE: Building #1 is an existing structure that was partially completed at the time of the field survey. Building dimensions shown are to the exterior sheeting.

Buildings #2 and 3 are proposed and will be identical to Building #1, including L.C.E.'s.

Units will include any attached deck as a limited common element.

The common element of this condominium is the land encompassed by the condominium description except the units and limited common elements.

Sheets 2, 3 and 4 of this Condominium Plat are floor plans prepared by TDI Assoc. Inc., 1285 Sunny Ridge Road, Pewaukee, WI 53072.

DESCRIPTION - INDIAN RIDGE TERRACE CONDOMINIUM
Outlot 4, MOUND PARK ACRES in the NW¼ of the SE¼ of Section 6, T4N, R15E, City of Whitewater, Walworth County, Wisconsin, containing 157,559 sq. ft.

SURVEYOR'S CERTIFICATE
I, James B. Woodman, Registered Land Surveyor, certify that I have surveyed and mapped the condominium described and pictured hereon. I further certify that this plat is an accurate dimensional representation of the boundaries, buildings, improvements and existing encroachments, if any.

Date 10-26-93

James B. Woodman
Registered Land Surveyor, S-1239

WISCONSIN JAMES B. WOODMAN S-1239 FORT ATKINSON, WIS. LAND SURVEYOR

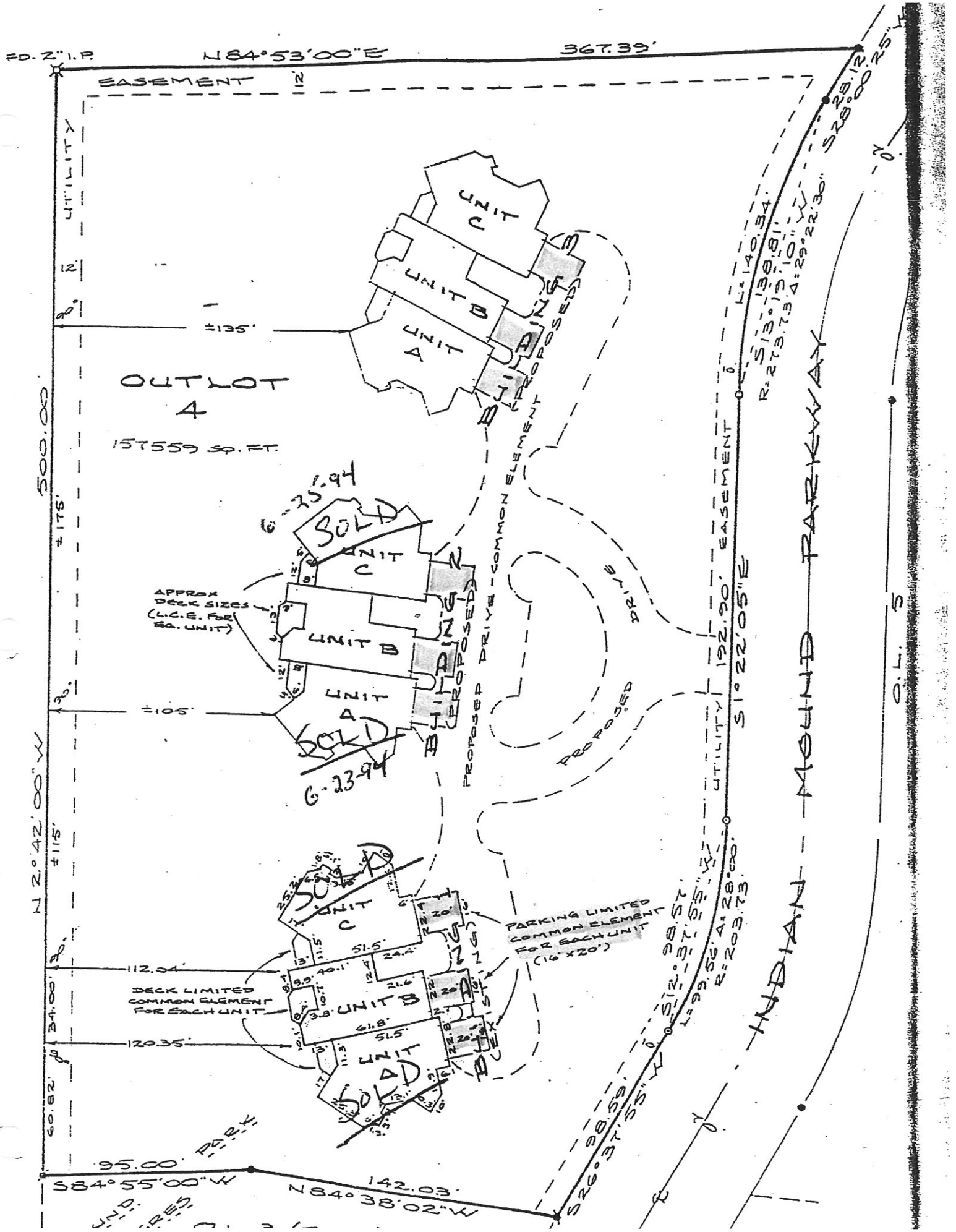
Received for record this ___ day of _____, 199__ at _____ o'clock __.M. and recorded in Condominium Plat Book Number ____ Condominium Plats of Walworth County at pages_____ _____.

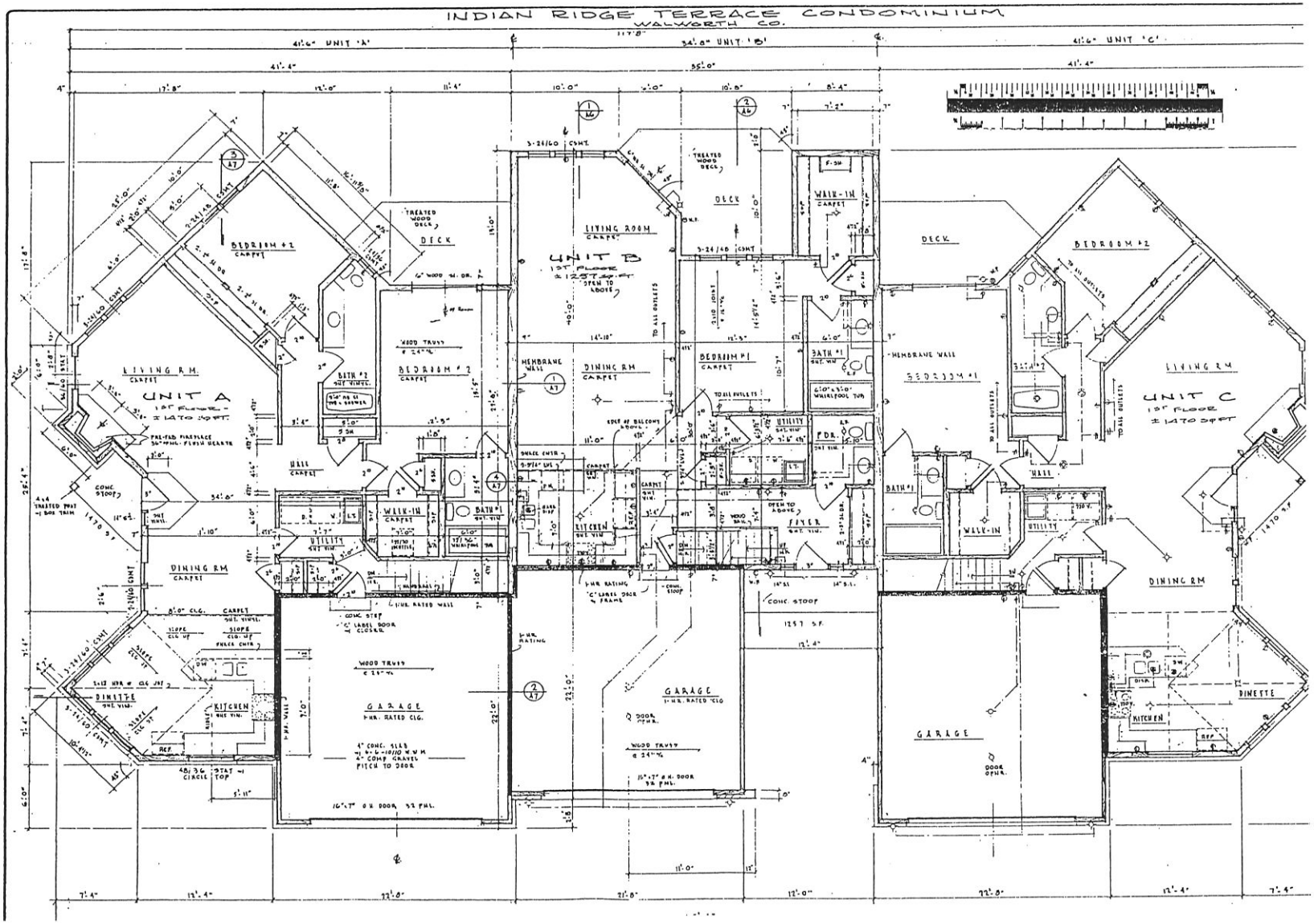
_____
Lois Ketterhagen,
Walworth County Register of Deeds

Owner: Rod Berg
233 Hazelyn Ct.
Whitewater, WI 53190

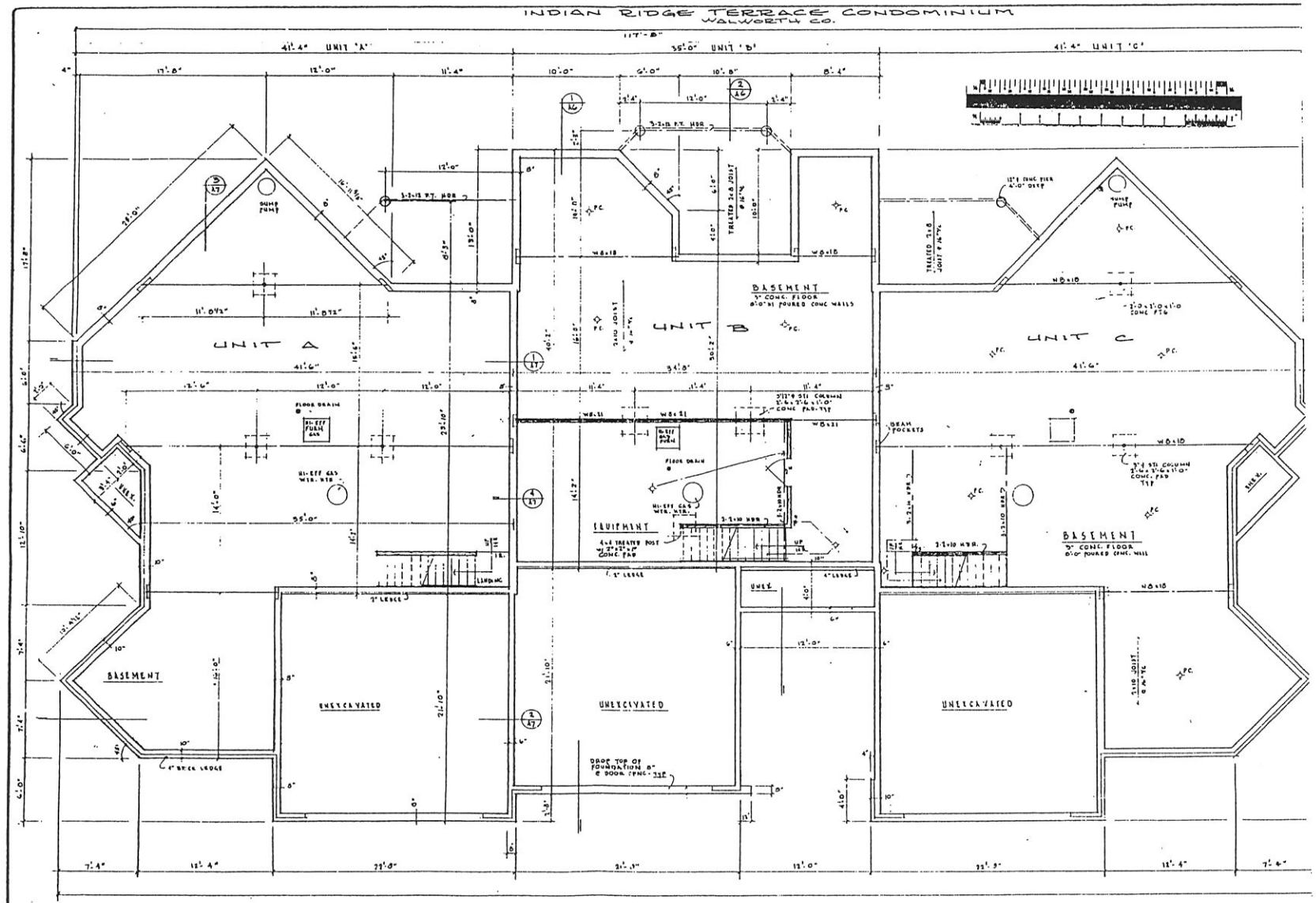
Surveyor: WOODMAN, ANDERSON & ASSOCIATES
210 Madison Avenue
Fort Atkinson, WI 53538
(414) 563-8162

JN 93S-111


FD. 2" I.P.
N84°53'00"E
367.39'
EASEMENT
UTILITY
OUTLOT
A
15,559 SQ. FT.
±135'
±105'
500.00'
±115'
N 2°42'00" W
UNIT C
UNIT B
UNIT A
BUILDING
PROPOSED
SOLD
6-23-94
APPROX DECK SIZES (L.C.E. FOR EA. UNIT)
PROPOSED DRIVE - COMMON ELEMENT
PROPOSED DRIVE
UTILITY EASEMENT
192.90'
S1°22'05"E
MOUND PARKWAY
O.L. 5
R=273.73'
L=140.34'
S13°13'39.81"W
S28°00'25"W
T=99.56'
R=203.73'
A=28°00'00"
S12°37'55"W
S26°37'55"W
PARKING LIMITED COMMON ELEMENT FOR EACH UNIT (16'x20')
DECK LIMITED COMMON ELEMENT FOR EACH UNIT
112.04'
120.35'
34.00'
60.82'
95.00'
S84°55'00"W
142.03'
N84°38'02"W
R.R.


INDIAN RIDGE TERRACE CONDOMINIUM
WALWORTH CO.
41'-6" UNIT 'A'
34'-0" UNIT 'B'
41'-6" UNIT 'C'
UNIT A
1ST FLOOR
± 1470 SQ FT
UNIT B
1ST FLOOR
± 1257 SQ FT
UNIT C
1ST FLOOR
± 1470 SQ FT
LIVING RM.
BEDROOM #2
BEDROOM #3
BATH #2
DINING RM
KITCHEN
DINETTE
UTILITY
GARAGE
LIVING ROOM
BEDROOM #1
BATH #1
WALK-IN
FOYER
DECK
TREATED WOOD DECK
MEMBRANE WALL
CONC. STOOP
WOOD TRUSS @ 24" O.C.

INDIAN RIDGE TERRACE CONDOMINIUM
WALWORTH CO.



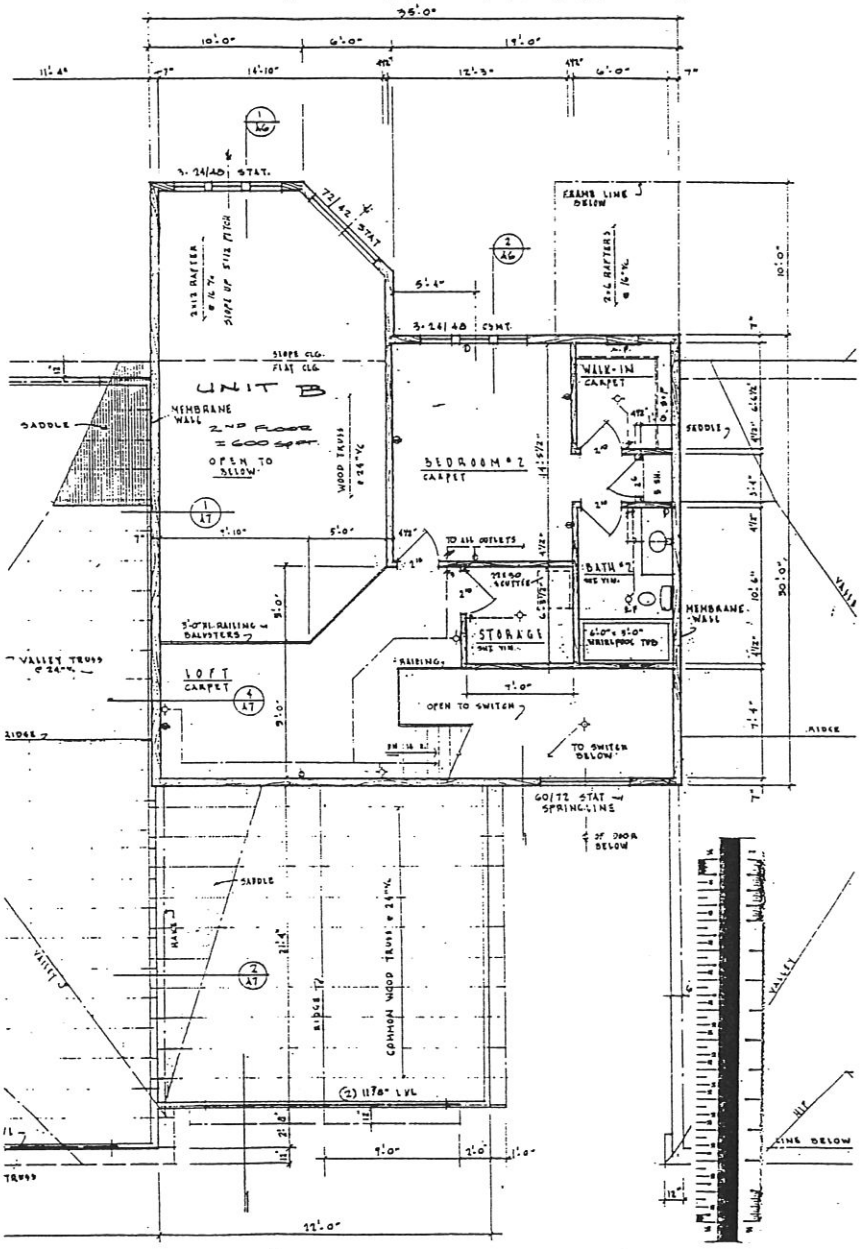
10-26-93

EASEMENT PLAN - PREPARED BY: TDI ASSOC. INC.

SHEET 4 OF

INDIAN RIDGE TERRACE CONDOMINIUM

WALWORTH CO.



SECOND FLOOR PLAN - PREPARED BY:

INDIAN RIDGE TERRACE
CONDOMINIUM ASSOCIATION

RESOLUTION BY THE BOARD OF DIRECTORS

November 12, 2002

In consenting to adopt the changes to the original Declaration of Condominium Ownership to include sunrooms/porches as part of the definition of a unit (First Amendment: 2.03, 4.04, 5.05), the Board of Directors resolves that the Association shall be responsible for normal repair and maintenance of the decks/patios as part of the Common Elements.

Joanne Silva, President

Vice President/Secretary

Thomas F. Langa Treasurer

To be attached to the By-Laws of the Condominium Owner's Association.

THIRD AMENDMENT TO BYLAWS

OF

INDIAN RIDGE TERRACE CONDOMINIUM OWNERS ASSOCIATION, INC.

BY RESOLUTION unanimously adopted by the Members of the Association at the Annual Meeting on October 11, 2021 and again at the Special Meeting on June 9, 2022, the following amendments to the Bylaws were approved:

Article I, Section 1a and Section 1b are created to read as follows:

Section 1a. Housing for Older Persons. This condominium is intended for housing for older persons as defined in Section 106.50(1m)(m) of the Wisconsin Statutes; therefore, at least one owner and resident of every condominium unit must be age 55 or older. However, the Association reserves the right to preapprove the residency of anyone under the age of 55 years who is the spouse, partner, or dependent of someone age 55 years or older. If a resident of a unit dies leaving no resident in the unit age 55 or over, then the remaining residents must move from the unit within twelve (12) months of the death of the resident.

Section 1b. Grandfather Provision. For purposes of fairness and clarification, any current member, owner, spouse, partner, or dependent under the age of 55 years residing in a unit on June 1, 2022 is grandfathered in, or approved as a resident, for purposes of Section 1a as of the date of the adoption of this Amendment.

Dated this 8 day of July, 2022.

DAVID JOHNSON, Secretary