GRANTOSA HEIGHTS CONDOMINIUM ASSOCIATION

BY-LAWS

ARTICLE I
NAME AND ADDRESS

SECTION ONE. Name. The name of this corporation shall be Grantosa Heights Condominium Association, Inc. (Hereafter called 'the Association').

SECTION TWO. Address. The Principal Offices of the Association shall be located at the address of the person who is acting as President of the Association during the current year. The person so acting will be the duly elected President for that year.

ARTICLE II
DEFINITIONS

SECTION ONE. Definitions. The following definitions shall apply to the By-laws:

(a) Common Elements mean all the Condominium except its Units.

(b) Common Expenses and Common Surpluses mean the expenses and surpluses of the Association.

(c) Condominium Ownership Act refers to Chapter 703 of the Wisconsin Statutes (1982) as amended from time to time.

(d) Condominium Plat means the survey maps and floor plans of the Condominium as originally recorded and as amended from time to time.

(e) Declaration means the Declaration of Condominium for Grantosa Heights Condominiums as may be amended from time to time.

(f) Limited Common Elements mean those Common Elements identified in the Declaration or in the Condominium Plat as reserved for the exclusive use of one or more but less than all the Unit Owners.

(g) Property means unimproved land, land together with improvements on it or improvements without the underlying land.

(h) Unit means that part of the Condominium intended for independent residential use as described in the Declaration and shown upon the recorded plat or plats of survey of the Property.

(i) Unit Owner means the person, combination of persons, partnership or corporation who holds legal title to a Unit of has equitable ownership as a land contract vendee.

(j) The Wisconsin Non-Stock Corporation Law refers to Chapter 181, Wisconsin Statuses (1982) as amended from time to time.

ARTICLE III
MEMBERSHIP

SECTION ONE. Membership. The membership of this Association shall always consist exclusively of all of the Unit Owners of the Condominium.

SECTION TWO. Commencement and Termination. Membership shall immediately commence upon acquisition of any ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. Upon the death of a Unit Owner, if his ownership interest passes to his personal representative or to a trustee, such personal representative or trustee shall be a member of the Association.

SECTION THREE. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw from or be expelled from membership in the Association.

SECTION FOUR. Membership Certificates. Membership certificates shall not be issued.

ARTICLE IV
PURPOSE

SECTION ONE. Purpose. The Association shall be administered as a nonstick, nonprofit corporation organized under the Wisconsin Non-stock Corporation Law to serve as the "Association of Unit Owners" for the Condominium according to the provisions of the Condominium Ownership Act, the Declaration, and these By-Laws. No part of the net income of the Association shall inure to the benefit of any Unit Owner other than through the acquisition, construction, management, maintenance, and care of the Common Elements and other than by a rebate of excess assessments. Each year in October the Association is required to register as a Non-stock Corporation, the fee will be adjusted from time to time.

ARTICLE V
VOTING BY MEMBERS

SECTION ONE. Number of votes. One and only one vote in the affairs of the Association shall appertain to each Unit of the Condominium.

SECTION TWO. Proxies. At all meetings of the Unit Owners, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to such meeting. Every proxy shall be revocable and is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee and shall automatically cease upon conveyance of the Unit to which it appertains.

SECTION THREE. Multiple Owners. If there are multiple owners of any Unit, it shall be necessary for those owners present at any meeting or voting by proxy to act unanimously with respect to the vote appertaining to their Unit in order for their vote to be counted. If less than all of multiple owners of a Unit are present or votes by proxy at a meeting of the members of the Association, such owners shall be entitled to cast the votes allocated to that Unit and unanimous agreement among the multiple owners shall be conclusively presumed unless any of the other multiple owners files a statement with the Secretary of the Association stating that the vote is not unanimous among the multiple owners.

SECTION FOUR. Limitations on Voting Rights. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of Condominium lien on that Owner's Unit and the amount necessary to release the lien has not been paid at the time of the voting.

SECTION FIVE. QUORUM Fifty-one (51) percent of the total of the Association shall be required for and shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

SECTION SIX. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, the Articles of Incorporation, the Condominium Ownership Act, The Wisconsin Non-Stock Corporation Law, or these By-Laws, in which case such express provision shall apply.

ARTICLE VI
MEETINGS OF MEMBERS

SECTION ONE. Place. All meetings of the Unit Owners shall be held at a place in Milwaukee County, Wisconsin, which shall be stated in the notice of the meeting.

SECTION TWO. Annual Meeting. The first annual meeting shall be held within one (1) year from the date of incorporation and each subsequent annual meeting shall be held in the same month each year thereafter, unless changed by Unit Owners at the Annual Association Meeting.

SECTION THREE. Special Meetings. Special meetings of the Unit Owners may be called at any time by the President of the Association and shall be called by the President or Secretary at the written request of Unit Owners holding twenty-five (25) percent or more of the votes.

SECTION FOUR. Notice of Meetings. No annual or special meetings of the Unit Owners may be held except upon at least ten (10) days prior written notice delivered or mailed by the Secretary to each Unit Owner at the address shown on the Association's current roster. Such notices shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of any meeting may be dispensed with if all Unit Owners sign a waiver of notice of such meeting.

SECTION FIVE. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

SECTION SIX. Duties of Officers at Meetings. The President shall preside at all meetings of the Unit Owners, and in his absence, the Vice President shall preside. The Secretary shall take the minutes of the meeting and shall keep such minutes in the association's minute book. Votes at all meetings shall be counted by the Secretary.

ARTICLE VII
MEETINGS OF OFFICERS

SECTION ONE. Regular Meeting. Regular meetings of the Officers shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Officers. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION TWO. Special Meetings. Special meetings of the Officers shall be held when called by the President of the Association, or by any two Officers, after not less than twenty-four (24) hours' notice to each Officer.

SECTION THREE. Notice of Special Meetings. No Special meeting of the Officers may be held except upon at least three (3) days prior written notice delivered or mailed by the Secretary to each of the Officers.

SECTION FOUR. Quorum. Most of the Officers shall constitute a quorum for the transaction of business. Every act or decision done or made by most of the Officers present at duly held meeting at which a quorum is present shall be regarded as the act of the Officers.

SECTION FIVE. Action Without a Meeting. The Officers shall have the right to take any action in the absence of a meeting which they are required or permitted to take at a meeting by obtaining the written approval of all the Officers and any action so approved shall have the same effect as though taken at a meeting of the Officers.

ARTICLE VIII
POWERS AND DUTIES OF THE OFFICERS OF THE ASSOCIATION

SECTION ONE. Powers. In addition to other powers as may be provided under the Declaration, the Articles of Incorporation, the Condominium Ownership Act, or otherwise at law, the Officers shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) Remove an officer with or without cause.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

SECTION TWO. Officers. The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Unit Owners Association. Any two offices, except a combination of the offices of President and Secretary or President and Vice President, may be held by the same person.

SECTION THREE. Election of Officers. The first election of officers shall take place at the first meeting of the initial Unit Owners. Thereafter, the officers shall be elected annually by the Unit Owners Association at its regular annual meeting.

SECTION FOUR. Term. The officers of the Association shall each hold office for one (1) year unless he shall sooner resign or be removed or otherwise be disqualified to serve. If an incumbent officer offers his/her condominium for sale, it is expected that he/she resign the office immediately thus permitting the other officers to appoint a successor (as provided under Article VIII Sec. Seven).

SECTION FIVE. Special Appointments. The Officers may choose such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Officers may from time to time determine.

SECTION SIX. Resignation and Removal. Any officers may be removed from office with or without cause, by a majority vote of the officers. Any officer may at any time resign by giving written notice to the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION SEVEN. Vacancies. A vacancy in any office may be filled by appointment by the other officers. The officer appointed to such a vacancy shall serve for the remainder of the term of the officer replaced.

SECTION EIGHT. Powers. The powers of the officers are as follows:

(a) President. The President shall preside at all meetings of the members of the Association and all meetings of the Officers; shall see that orders and resolutions of the Officers are carried out; shall sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; shall have general management authority over the business of the Association; and shall supervise and direct all other officers of the Association. The President must approve any checks written for over $1,000.00.

(b) Vice President. The Vice President shall act in the place of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the membership of the Association.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Officers and of the Unit Owners; shall serve notices of meetings of the Officers and the Unit Owners; shall keep all books and records of the Association other than books of account, including the current roster of the names and mailing addresses of all Unit Owners and their Mortgages; and shall perform as may be required by the Officers.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the President or by the Officers; shall keep complete and accurate books of account; and shall prepare the projected annual operating budget and the annual report of the business transacted by the Association each year for presentation to the remaining Officers.

NOTE: Expressed duties require signature of President and treasurer on all checks written for the Association for amounts of $1,000.00 or more.

SECTION NINE. Compensation. No officer shall receive compensation for his services as officer of the Association, except that such officer shall be reimbursed for their out-of-pocket expenses incurred in the

performance of their duties. 5/21/2005 Compensation ruling was amended to read that the Treasurer of the Association has their monthly condo fee off-set by $75.00 for time spent monthly on record keeping.

SECTION TEN. Duties.

(a) Keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period.

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any Unit Owner or qualified buyer, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Officers for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate.

(g) Cause the Common Elements to be maintained.

(h) Suspend the voting rights of an Owner for any period during which any assessment against their Unit remains unpaid.

ARTICLE IX
BOOKS AND RECORDS

SECTION ONE. Inspection. The books, records, minutes, and papers of the Association shall always, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member or prospective purchaser of a Unit at the principal office of the association, where copies may be purchased at a reasonable cost.

SECTION TWO. Current Roster. Each Unit Owner shall promptly notify the Secretary of their acquisition of an ownership interest in any Unit together with their current mailing address, shall promptly notify the Secretary of any change in their name of address, and shall notify the Secretary of the transfer of their ownership interest. Any Unit Owner who mortgages their Unit or any interest therein shall notify the Secretary of the name and mailing address of their Mortgagee and shall also notify the Secretary when such mortgage has been released. The Secretary shall maintain all such information in the current roster of the Association. Each new Owner should be promptly briefed by the President in all rules and regulations pertaining to condominium ownership.

ARTICLE X
ASSESSMENTS

SECTION ONE. Assessments. As more fully provided in the Declaration, the provisions of which are incorporated herein by reference, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, a late charge of $15.00 (fifteen dollars) shall be assessed and the unpaid assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, or such other maximum rate as may then be allowed, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Areas or abandonment of their Unit.

ARTICLE XI
RULES AND REGULATIONS ON USE OF CONDOMINIUM

SECTION ONE. Use of Residence. Each of the Units shall only be used as a residence and no commercial use shall be permitted.

SECTION TWO. Access for Maintenance of Common Elements. Each Unit Owner or occupant of a Unit shall grant the manager, or any other person authorized by the Officers, the right of entry to their Unit upon reasonable notice at reasonable hours for maintenance and repairs related to the Common Elements, whether such Unit Owner is present at the time of entry or not. In case of an emergency, such right of entry shall be immediate.

SECTION THREE. Obedience to Laws and Rules. Every Unit Owner or occupant shall observe all laws, ordinances, rules, and regulations now or hereafter enacted by any governmental body or agency having jurisdiction to pass laws, ordinances, or regulations pertaining to the Condominium, its grounds and the use thereof.

SECTION FOUR. Additional Rules and Regulations. The Officers may adopt additional rules and regulations concerning the use, maintenance, and operation of the Condominium. Rules and regulations may also be adopted, amended, or repeated by the Unit Owners having sixty-seven (67) percent or more of the votes of the Association. Rules and regulations, which are amended, adopted, or repealed by the Unit Owners, may not thereafter be amended, repealed or readopted by the Officers.

SECTION FIVE. General Information, Definitions, and Rules.

(a) Owners shall be held strictly responsible for notifying guests as to the Rules in effect under the By-Laws of the Association.

(b) Any flagrant or repeated breach or violation of the following rules and regulations shall result in a fine of one month's fee (current monthly fee is $250.00) as a special assessment to the violator in addition to all other legal remedies.

(c) A resident shall be defined as a person or persons who own a unit in accordance with the By-Laws of Grantosa Heights.

(d) No signs, advertisements or posters of any kind shall be displayed anywhere on the Association property except on days of open house for sale of property.

(e) Plastic tie bags are required for all spoilable garbage.

SECTION SIX. Entrance, Open Spaces and Parking.

(a) Parking is allowed only on the street, or in each unit's garage. (See Declaration of Condominium, page 11, M.) Exception may be made for emergency and repair vehicles.

SECTION SEVEN. Common Areas.

(a) No items, chairs, lounges, tables, may be stored on sidewalks, front porches, walks or on lawn areas on condominium property.

SECTION EIGHT. Building, Exterior.

(a) Painting, altering or otherwise changing the exterior appearance of any unit or common element is prohibited.

(b) No structural additions or alterations shall be made to the interior unit or the common elements or limited common elements without prior written consent of the Officers.

(c) Nothing shall be affixed or attached to, or hung, or displayed, or placed on the exterior of the building (except in the recessed area around the front door or the inside area of balcony) without written consent of the Officers. (Declaration of Condominium, pages 6 & 7, B). "No Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to this Declaration, the By-Laws and rules and regulations." Limited common elements consist of patios, balconies, and an enclosed two car garage.

(d) Architectural Control-No wires, air conditioners, TV antennas, machines, equipment, or any additions or improvements are allowed without the approval of the Association.

(e) Garments, towels, rugs, etc., shall not be hung from nor stored on windows, balconies, railings, or from any other part of the building or exterior walls or trees. No clothesline or similar device shall be allowed on any portion of the condominium property.

SECTION NINE. Buildings, Interior.

(a) Units shall be used only as single-family dwellings by owners, family members and social guests.

(b) There shall be no more than four residents per two-bedroom unit.

(c) Owners shall not permit or suffer anything to be done or kept in their unit which will increase the insurance rates on their unit or the common elements, or which will obstruct the rights or interfere with the right of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal acts in their unit or on the common elements.

(d) Up to two cats and no other animals shall be allowed in any unit.

(e) The personal property of the Unit Owner must be stored within their own unit, area, or garage.

SECTION TEN. Resales, Rentals, and Guests.

(a) Owners may not lease their unit.

(b) Any owner who allows someone to reside in a unit in their absence must notify the Officers.

(c) All guests parking overnight must park on the street with a permit from the city. Complete the online form here: https://city.milwaukee.gov/Parking/ParkingPermits/Online-Night-Parking-Permission-Request

SECTION ELEVEN. Complaints.

(a) All complaints of any nature whatsoever are to be made in writing and signed, addressed to the Officers of the Association.

SECTION TWELVE. General Addenda.

(a) Each Unit Owner shall be personally responsible, at their owner expense, for all maintenance repair work within and to their Unit, which, if omitted, may affect other condominium property.

(b) No commercial use may be made of any property; they are for residential purposes only.

(c) Only one vote per Unit is allowed at Association meetings.

(d) Monthly fees are due on the **first** of each month. Fees paid after the tenth (10^{th}) of the month are considered delinquent and are subject to a late fee charge of $15.00. After two violations, one month's association fee (which is currently $250.00) is to be the late charge.

(e) The Annual Meeting is to be held once a year in July for the election of officers for the Association. Any additional meetings are up to the desire of the members and Officers.

(f) These rules are not to take the place of the Declaration of Condominium, By-Laws, and Articles of Incorporation, but are meant to be an interpretation, expansion and clarification of such rules and regulations. The above By-Laws state, "The Officers may adopt additional rules and regulations concerning the use, maintenance, and operation of the condominium. Rules and regulations may also be adopted, amended, or repealed by the Unit Owners having sixty-seven (67) percent or more of the votes of the Association."

(g) The Association membership by its action may establish a Reserve Fund and an Operating Fund, as a bookkeeping procedure by the Treasurer.

(h) Any purchases, repair costs, improvements, or additions to the Condominium on behalf of the Association by the Officers costing over five thousand dollars ($5,000.00) must be approved by the Association membership at a special meeting or the Annual meeting. No purchases may be made by individual unit owners on behalf of the Association and charged to the Association without specific approval of the Officers.

ARTICLE XII
GENERAL PROVISIONS

SECTION ONE. Seal. The Association shall have no corporate seal.

SECTION TWO. Default. It shall be the responsibility of each Unit Owner to see to it that the members of their household, and their employees, agents, and guests abide by the provisions of the Declaration, these By -Laws, and the Condominium Ownership Act. In the event of a violation of any provision of the Declaration, these By-Laws, and the Condominium Ownership Act, which violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal

action, to correct that violation. If the Association takes legal action against any Unit Owner or occupant of a Unit that results in a judgement in favor of the Association, the defendant in such action shall pay the Association's costs and actual attorney's fees.

SECTION THREE. Interpretation. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the declaration and these By-Laws or the Articles, the Declaration shall control.

SECTION FOUR. Amendment. These By-Laws may be amended with the consent of at least two-thirds (2/3) of the votes of the Unit Owners present or represented by proxy at any annual meeting or special meeting called for that purpose; provided, however, that if the Declarant controls the Association, no amendment shall be effective without the written consent of the Declarant. Notice of any meeting at which an amendment to these By-Laws shall be considered by the Association shall be mailed or delivered to the Mortgagees or all Units at the mailing address shown on the Association's current roster. The notice of any such meeting mailed or delivered to Unit Owners and Mortgagees shall set forth a statement of the nature of all proposed amendments. shall set forth a statement of the nature of all proposed amendments.

The foregoing By-Laws and Revisions of original By-Laws of Grantosa Heights Condominium Associations, Inc. are hereby adopted by all the members of Grantosa Heights Condominium Association, Inc., as of this 12th day of July 2023.