BYLAWS

FOX RIDGE CONDOMINIUM I

UNIT OWNERS ASSOCIATION

The following Bylaws apply to Fox Ridge Condominium I created by a Declaration of Condominium recorded with the Rock County Register of Deeds Office, Rock County, Wisconsin.

These Bylaws incorporate by reference said Declaration of Condominium and Condominium Plat and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The Bylaws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium or the benefit of all persons authorized to use it, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

SECTION I
NAME, FORM OF ADMINISTRATION, ADDRESS

1.01 **Name.** The name of the Association created herein is Fox Ridge Condominium I Unit Owners Association and is referred to herein as "Association".

1.02 **Form of Administration.** The Association is an unincorporated association and authority is vested in a Board of Directors to be elected by the members in accordance with Section III hereof. The Board of Directors may retain a Manager who, if so appointed, shall be responsible for implementation of the policy decisions of the Board and operates under its supervision and control.

1.03 **Address.** The address of the Association and its principal offices shall be both addresses set forth in the Condominium Declaration.

SECTION II
MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS

2.01 **Members.** All Unit Owners of the Condominium are, by the fact of ownership of their Unit, members of the Association. As such, they are granted all rights and subject to all obligations of membership as created herein.

(1) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the Transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer, it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

(2) The Association shall also maintain a roster of holders of security interests in Units and shall provide such notices regarding the Unit encumbered and the Condominium as a Unit mortgagee requests, or the law requires. Unit Owners are responsible for providing the information necessary to keep this roster current.

2.02 **Annual Meeting.** The annual meeting of the Association shall be optional, but if called, it shall be held at a date and time and location selected by the Unit Owners.

2.03 **Special Meetings.** Special meetings may be held at any time on the call of either Unit Owner.

2.04 **Notice of Meetings.** Notice of meetings shall be given in a manner best calculated to assure that actual notice is received by the owners of all units.

2.05 **Voting.** Voting is on the basis of Unit votes. Each Unit is entitled to cast one indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit; and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented.

(1) **Proxies.** A member may give another person authority to represent him and vote on his behalf at meetings of the Association.

(2) **Representatives.** Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights.

2.06 **Unanimous Consent Without Meeting.** Any action required or permitted by these Bylaws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

2.07 **Voting Deadlock.** In the event the members are deadlocked on a matter required to vote upon, then the members may mutually select a disinterested third party who shall be entitled

to cast a tie breaker vote. Alternatively, either member may choose to submit the matter to arbitration as set forth in the Condominium Declaration.

2.08 **Reserved Rights.** Until further action of the Unit Owners, the Association shall not have an active Board of Directors but shall govern itself by direct action of the individual members of the Association. The duties reserved hereunder by the Members shall not be delegated to other individuals until such further action is taken. If either Unit Owner so requests, the Board of Directors shall be activated.

SECTION III
BOARD OF DIRECTORS

3.00 **Directors Optional.** The Association may operate without a Board of Directors should the members so decide. In such case, the powers and duties set forth herein shall be vested in the members until such time as a Board of Directors is created.

3.01 **Number and Qualifications.** When in effect, the affairs of the Association shall be governed by a Board of Directors composed of three (3) Directors.

3.02 **Election.** The directors shall be unanimously selected by the Unit Owners.

3.03 **Term of Office.** The term of office for each Director is two (2) years. Directors hold office until their successors are elected and qualified.

3.04 **Removal of Directors.** Directors may be removed for cause by consent of the Unit Owners at any annual or special meeting, notice of which includes notice of the proposed removal.

3.05 **Compensation.** No compensation shall be paid to Directors for their services as Officers or Directors.

3.06 **Annual Meeting.** The annual meeting of the Board of Directors, if held, shall immediately follow the annual meeting of the Association.

3.07 **Regular Meetings.** Regular meetings of the Board of Directors shall be held if the directors so decide.

3.08 **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The time, place and manner of such meetings are determined by the President.

3.09 **Notice.** Notice of all meetings of the Board of Directors must be given to each Director, personally, or by mail, at least three (3) days prior to the date of such meeting.

3.10 **Waiver of Notice.** Before, or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the given of such notice. Attendance by a Director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice is required, and any business may be transacted at such meeting.

3.11 **Unanimous Consent Without Meeting.** Any action required or permitted by these Bylaws of any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, if a consent in writing, setting forth the action taken, is signed by all of the Directors then in office.

3.12 **Quorum.** At all meetings of the Board of Directors, a majority of the Directors constitutes a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present is the act of the Board of Directors.

3.13 **Open Meetings.** Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors.

3.14 **Powers and Duties.** The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes.

SECTION IV
MANAGER OR OFFICERS

4.01 **Appointment.** The Board of Directors may appoint a manager and/or officers of the Association and delegate to them such duties and powers as it deems fit.

SECTION V
MAINTENANCE AND OPERATION OF THE PROPERTY

5.01 **Unit Repair and Maintenance.** Each Unit Owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance of that owner's Unit and the general cleanliness and presentability of the Limited Common Elements whose use is reserved to the Unit. In meeting its responsibilities hereunder or otherwise, the Unit Owner may not alter the appearance or design of the exterior of the building or the Common Elements in a manner which adversely affects the exterior appearance of the building.

5.02 **Common Expenses.** Each Unit Owner is liable for the expenses of their own unit plus one half of the expense for repair or maintenance to any of the Common Elements. The Unit

Owner's Association will not be liable for such expenses and no assessments shall be collected for that purpose. If any Unit Owner fails to pay its share of the Common Element Expense, he or she shall be liable to the other, therefore. In the event legal action is required to obtain payment, the prevailing party shall be entitled to its costs and expenses of collection, including reasonable attorney fees.

5.03 **Roof, Siding and Exterior Components.** In the event the roof, siding or other exterior components have reached the end of their normal serviceable life, the Unit Owners shall mutually agree on the type and cost of replacement components. In the event the Unit Owners do not agree on when such items need replacement or do not agree on the type or cost, then the dispute shall be resolved by a third party or arbitrator as set forth in Section 2.07 of these Bylaws.

5.04 **Alteration, Decoration of Units.** A Unit Owner may make improvements and alterations within a Unit and decorate the interior of the Unit as he/she wishes, provided that if any alteration involves the movement, removal or construction of an exterior or structural wall, it must be approved by the other Unit Owner and evidenced by the recording of a modification to the Condominium Plat.

A modification shall require only those procedures required by law and the Declaration and shall not be considered an amendment. Any alteration or decoration of a Unit must be accomplished in accordance with applicable laws, regulations and ordinances. All expenses involved, including expenses of the Association, which it may charge as a special assessment to the affected Unit, shall be borne by the Unit Owner involved. No such action may alter the exterior appearance of the Unit or the Condominium, impair the structural integrity or operation of the mechanical systems or services of the Condominium, unreasonably interfere with the Common Elements, reduce the value of the other Unit or the Commons Elements, or impair or restrict any easement or other right in and to the property.

SECTION VI
INSURANCE

6.01 **Insurance.**

A. Unless the Unit Owners elect to obtain individual insurance as provided below, they shall jointly obtain property and liability insurance if available; otherwise the Association shall maintain multi-peril property insurance at full insurable value based on replacement cost on the entire Condominium and comprehensive public liability insurance. This is to include fire and extended coverage and all other types of coverage commonly maintained on such projects. The Association shall hold this insurance in its name for the use and benefit of the Unit Owners and of the mortgagees of Units, or their successors and assigns, as their interests may appear.

B. Any insurance obtained by the Association is maintained as a Common Expense. The Association acts as trustee for the purpose of obtaining insurance coverage and the receipt, application and disbursement of proceeds from it.

C. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not insured by it.

D. If mutually agreed by the Unit Owners, each may obtain their own separate property and liability insurance provided such is adequate to cover all costs of reconstruction in the event of a total loss and that each Unit Owner stipulates the proceeds from any insured loss will be immediately made available for this purpose.

SECTION VII
USE OF PROPERTY

7.01 **Use of Property.** In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be subject to the following limitations:

A. The Units shall be used for residential purposes only.

B. The common and limited common area and facilities shall be used only for the purposes for which they are reasonably suited, and which are incidental to the use and occupancy of Units.

C. No nuisances shall be allowed in the Condominium nor shall any use or practices be allowed which are sources of annoyance to its residents or which interfere with the peaceful possession or proper use of the Condominium by its residents. This includes pet ownership.

D. No immoral, improper, offensive or unlawful use shall be permitted. The Unit Owners, their guests and invitees shall comply with all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium.

E. No noxious or offensive activity shall be carried on in any unit or in the common and limited common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

F. Except as hereinafter set forth, no animals, livestock, or poultry of any kind shall be raised, bred or kept on the Condominium. No pets shall be housed on the common areas. No more than one dog or two cats shall be kept in any Condominium Unit. Any pet excrement in common and limited common areas shall be removed immediately by the owner of the pet.

G. Nothing shall be done or kept in any unit or in the common or limited common areas which will increase the rate of insurance on the Condominium without the prior consent of the other Unit Owner or the Board of Directors. No Unit Owner shall permit anything to be done or kept in their or in the common and limited common areas which will result in the cancellation of insurance on any Unit or any part of the Condominium.

H. No sign of any kind shall be displayed to the public view on or from any Unit or the common and limited common areas without the prior consent of the other Unit Owner or the Board of Directors.

I. Nothing shall be altered or constructed in or removed from the common areas or limited common areas and facilities, except upon the written consent of the other Unit Owner or the Board of Directors.

J. The Unit Owners must individually, or by agreement, jointly maintain adequate snow removal and lawn care.

K. All "vehicles" including, but not limited to, cars, trucks, recreational vehicles, ATV's, motorcycles, boats, snowmobiles, bicycles, riding toys, and the like, shall be stored or parked in the garage. No vehicles, trailers or other objects may be parked or placed on the driveways without the consent of the adjoining unit owner.

SECTION VIII
BORROWING MONEY AND ACQUIRING AND CONVEYING PROPERTY

8.01 **Borrowing Money.** The Association may borrow money only upon the unanimous vote of the Unit Owners or the Board of Directors.

8.02 **Acquiring and Conveying Property.** The Association may acquire property, both real and personal, in its own name and may convey title to property owned by the Association, only upon the unanimous vote of the Unit Owners or the Board of Directors.

SECTION IX
AMENDMENT

9.01 **Amendment.** Except as otherwise provided herein, these Bylaws may be amended from time to time by unanimous vote of the Unit voters at a meeting duly called for the purpose. Any portion of these Bylaws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

SECTION X
INTERPRETATION

10.01 **Interpretation.** In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

10.02 **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 Bylaws, or the intent of any provision thereof.

10.03 **Gender; Number.** The use of the masculine gender in these Bylaws 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 XI
MORTGAGE HOLDERS

11.01 **Mortgagee Rights.** The mortgagee of the mortgage on any unit shall have the right to timely written notice of:

a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;

c. A lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and

d. Any proposed action that requires the consent of a specified percentage of mortgagees.

11.02 **First Mortgagee's Rights Confirmed.** No unit owner or any other party shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

11.03 **Unpaid Dues.** Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the condominium association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

11.04 **Termination.**

a. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons are to be agreed to by mortgagees that represent at least 51 percent of the votes of the unit estates that are subject to mortgages.

b. Implied approval is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

Adopted and executed at Janesville, Wisconsin, this _____ day of May 2020.

By:_____ By: _____
Rodney A. Trewyn, (Declarant) Nicole L. Trewyn, (Declarant)

STATE OF WISCONSIN)
) SS.:
COUNTY OF ROCK)

Personally came before me this _____ day of May, 2020, the above-named came to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Andrew H. Frank
Notary Public, State of Wisconsin
My Commission is Permanent

ESTIMATED ANNUAL BUDGET FOR

FOX RIDGE CONDOMINIUM I

Estimated annual budget is $0.

Annual Insurance - Owners to furnish their own insurance, if possible, otherwise to be obtained by the Association;

All lawn work, snow removal and any other maintenance for the Units, Common Area and Limited Common Areas are to be paid directly by the Unit Owners.