BY-LAWS
THE SETTLEMENT OF ROCHESTER CONDOMINIUM
VILLAGE OF ROCHESTER
RACINE COUNTY, WISCONSIN

TABLE OF CONTENTS

	SECTION	PAGE
Article I	Name and Purpose	V-1
Article II	Members, Voting and Meetings	V-1
2.1	Members	V-1
2.1a	Defined	V-1
2.1b	One Membership and Vote per Unit	V-1
2.1c	Membership List	V-2
2.1d	Transfer of Membership	V-2
2.2	Quorum and Proxies for Member's Meetings	V-2
2.3	Act by Majority	V-2
2.4	Time, Place, Notice and Calling of Member's Meetings	V-3
2.5	Annual and Special Meetings	V-3
Article II	Board of Directors	V-3
3.1	Initial Board of Directors	V-3
3.2	Number and Qualifications of Directors	V-3
3.3	Power and Duties of the Board of Directors	V-4
3.4	Election and Term of Directors	V-4
3.5	Vacancies on Board	V-4
3.6	Removal of Directors	V.4
3.7	Annual Meeting and Notice	V-5
3.8	Regular Meeting and Notice	V-5
3.9	Special Meetings and Notice	V-5
3.10	Waiver of Notice	V-5
3.11	Quorum of Directors - Adjournments	V-5
3.12	Fidelity Bonds	V-5
3.13	Action Taken Without a Meeting	V-5
Article IV	Officers	V-6
4.1	Designation, Election and Removal	V-6
4.2	President	V-6
4.3	Vice President	V-6
4.4	Secretary	V-6
4.5	Treasurer	V-6
4.6	Liability of Directors and Officers	V-6
4.7	Compensation	V-7
Article V	Declarant Control	V-7

SECTION		PAGE
Article VI	Operation of Property	V- 7
6.1	The Association	V-8
6.2	Rules and Regulations	V-8
6.3	Common Expenses	V-8
6.4	Operating Budget	V-8
6.5	Default and Liens	V-9
Article VII	Repairs and Maintenance	V-10
7.1	Invidual Units	V-10
7.2	Common Elements and Facilities	V-10
7.3	Association Services	V-11
7.4	Delegation of Common Area Maintenance	V-11
Article VIII	Duties and Obligations of Unit Owners	V-12
8.1	Rules and Regulations	V-12
8.1a	Use	V-12
8.1b	Occupancy	V-12
8.1c	Leases	V-12
8.1d	Animals and Poultry	V-13
8.1e	Pet Rules and Regulations	V-13
8.1f	Window Treatments	V-13
8.1g	Increase of Insurance Rates	V-14
8.1h	Signs	V-14
8.1i	Noxious Activity	V-14
8.1j	Alterations, Construction or Removal	V-14
8.1k	Use of Common Areas	V-14
8.1l	Temporary Structures	V-15
8.1m	Storage	V-15
8.1n	Access	V-15
8.1o	Vehicle Maintenance	V-15
8.1p	Rummage Sales	V-15
8.1q	Enforcement	V-15
Article IX	General	V-15
9.1	Fiscal Year	V-15
9.2	Address	V-15
9.3	Seal	V-16
Article X	Amendments	V-16
10.1	By Members	V-16
10.2	Rights of Declarant	V-16
Article XI	Miscellaneous	V-16
11.1	Record of Ownership	V-16
11.2	Statement of Assessments	V-16
11.3	Indemnity of Officers and Directors	V-16
11.4.	Subordination	V-17
11.5	Interpretation	V-17
11.6	Transfer Fee	V-17
11.7	Number and Gender	V-17
First Amendment to Condominium By-Laws		V-18

BY-LAWS
OF
THE SETTLEMENT OF ROCHESTER CONDOMINIUM
CONDOMINIUM ASSOCIATION, INC

ARTICLE 1

Name and Purpose

Pursuant to the Articles of Incorporation of THE SETTLEMENT OF ROCHESTER CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for The Settlement of Rochester Condominium, a Condominium recorded in the Office of the Register of Deeds for Racine County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of THE SETTLEMENT OF ROCHESTER CONDOMINIUM ASSOCIATION, INC. (hereinafter sometimes referred to as the Association), which is a non-profit non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements in The Settlement of Rochester Condominium (hereinafter the "Property") under the condominium form of ownership, as provided in the condominium Ownership Act of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 Members. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all Unit Owners, and members shall have one vote for each unit owned. Every Unit Owner upon acquiring, title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until, such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

b. One Membership and Vote per Unit. One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in, the same proportionate interests and by the same type of tenancy in which the title to the unit is held Voting rights may not be split. When more than one person holds an interest in any unit the vote for such unit shall be exercised as they, among themselves, determine but in no event shall there by more than one vote cast with respect to any unit. If only one of multiple owners of a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that

respect to any unit. If only one of multiple owners of a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any of the other owners of such unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.

c. **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of the meetings of the Association shall be sent, and the name and address of any mortgagee of a unit from• which the Association has received a written demand for notice of meetings.

d. **Transfer of membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, and. Any other information about the transfer which the Association may deem pertinent and the association shall make appropriate changes. to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members

2.2 **Quorum and Proxies for Member's Meetings.** The Presence at the meeting of members entitled to cast, or of proxies entitled to cast twenty-five percent. *(25%)* of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however such quorum shall, not be present or represented at. any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed. Votes maybe cast in person or by proxy. All proxies shall be in writing and filed with the Association, by delivery to any Officer, or Director. The Officer or Director receiving same shall promptly transmit same to the Secretary of the Association. Every proxy shall be effective for a maximum period of one hundred eighty (l8O) days (unless granted to a Mortgagee or lessee); shall be revocable: and shall automatically cease upon conveyance by the Member of his, her or their unit.

2.3 **Acts by Majority.** The act of a majority of votes of the Association present in person or by proxy at any meeting at which quorum is present shall be the act of the Association, unless otherwise provided in the Declaration, By-Laws, Articles of Incorporation or the Condominium Ownership Act of the State of Wisconsin.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the date, time and place of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. The inadvertent failure to give notice to any Unit Owner or mortgagee entitled to notice shall not invalidate any action taken at the, meeting, unless such invalidation is otherwise required by law. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors, and may 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. Notice of Special Meetings shall further specify the purpose of the meeting.

2.5 Annual and Special Meetings. The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent *(25%)* of the Common Element interest to purchasers, but in no event more than within one (1) year from the date of recording of the Declaration, and each subsequent annual meeting of Members shall be held on such date as may be determined each year by the Board of Directors, providing such date shall be a date within thirty (30) days prior to the anniversary date of the first annual meeting. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting. Special meetings of the members shall be held whenever called by the President or by the Board of Directors and must be called by such Officers and Directors upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

ARTICLE III

Board of Directors

3.1 Initial Board of Directors. The initial Board of Directors consist of three (3) persons, appointed by Declarant who need not be members of the Association, to serve until control of the Association passes to the Unit Owners pursuant to terms of the declaration. Notwithstanding the foregoing, prior to the conveyance twenty-five percent *(25%)* of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least twenty-five percent *(25%)c* of the c Board of Directors. Prior to the conveyance of fifty percent *(50%)* of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect cat least one-third (1/3) of the Board of Directors. For purposes of the foregoing, the calculation of percentage of Common Element interest conveyed to purchasers shall be based on the percentage of undivided interest conveyed to purchasers shall be based on the percentage of undivided interest appertaining to each unit, including but not limited to any and all units not yet annexed to the Project which Declarant has the right to annex pursuant to the Declaration.

3.2 Number and Qualifications of Directors. After control of the Association passes to the Unit Owners pursuant to terms of the Declaration, the Board of Directors shall consist of three (3) persons. The Directors shall be classified with respect to the terms for

elected, Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person which they severally hold office as set forth in paragraph 3.4 below. Not more than one member of the Board of Directors may be a person who is not a member of the Association. In the event that any member of the Association is not a natural person, the appointee of such member of the Association may be a member of the Board of Directors, and such appointee shall not constitute a non-member for purposes of the foregoing provision.

3.3 Power and Duties of the Board of Directors. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation, and these By-Laws.

3.4 Election and Term of Directors. At the first annual meeting of the Association after Association control passes to the Unit Owners, the members shall elect three (3) Directors to the classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

a. One Director whose term will expire at the first annual meeting of the Association after his or her election or at such time as his or her successor is duly elected and qualified (Class "A" Director).

b. One Director whose term will expire at the second annual meeting of the Association after his or her election or at such time as his or her successor is duly elected and qualified (Class "B" Director).

c. One Director whose term will expire at the third annual meeting of the Association after his or her election or at such time as his or her successor is duly elected and qualified (Class "C" Director).

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one class of Directors shall expire in each year.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

3.6 Removal of Directors. At any annual meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the membership present of

represented at such meeting, provided a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of Officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution. Regular meetings may further be called by the President or by any two Directors upon not less than 7 days written notice to each Director, given personally or by mail or facsimile transmission.

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on twenty-four (24) hours prior written notice to each Director, given personally or by mail or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

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

3.11 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors then in office (but not counting any Director who has tendered a written resignation to any other Director) shall constitute 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 shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting as originally called may be transacted.

3.12 Fidelity Bonds. The Board of Directors may require that some or all Officers and/or employees of the association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association

3.13 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV

OFFICERS

4.1 Designation Election and Removal. The principal Officers of the Association shall be a President, Vice-President Secretary and Treasurer, to be elected annually by the Board of Directors and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his successor elected. Any two or more offices, except a combination or the offices of President and Secretary and a combination or the offices of President and Vice-president, may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He shall have the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other Officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may be delegated by the Board of Directors.

4.3 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 both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act 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.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and, if so required by the Board, the issuance of membership certificates for the Association.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be

taken by him as a Director or Officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the association or upon statements made or information furnished by Officers or employees, of the association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide Directors' and Officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

4.7 Compensation. No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership. No Director or Officer shall receive any fee or compensation for performing his or her duties as an Officer or Director. However, and Director or Officer may be reimbursed for his or her actual expense incurred by the performance of his or her duties.

ARTICLE V

Declarant Control

Notwithstanding any other provision contained in these By-Laws (other than the provisions of Section 3.1 above), and to the extent not limited or prohibited by applicable law, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and Officers of the Association, to amend these By-Laws and/or the rules and regulations of the Association, and/or to have sufficient votes to constitute a majority of all votes until the earlier of: (a) ten (10) years after the first sale of a unit in The Settlement of Rochester Condominium by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent *(75%)* of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in The Settlement of Rochester Condominium shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association. The determination of Common Element interest conveyed shall be made in the same manner as provided in Section 3.1 of these By-Laws.

ARTICLE VI

Operation of the Property

6.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, or conveyance,

involving the sum of $10,000.00 or more shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose. The Association may to the extent it deems advisable, contract for management services, or for a managing agent with respect to the administration and operation of the condominium.

6.2 **Rules and Regulations.** The Association, through the Board of Directors shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the Common and Limited: Common Elements and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules and regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The rules and regulations may adopted, altered, amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is an attendance, provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium and as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. Commencement of assessments as to each Unit shall be in the manner provided in the Declaration. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, for each month or fraction thereof that such assessment is delinquent.) If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently,

such as amount required for the cost of maintenance and repair of the Common Elements, management services, security, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovations In the event, the Association incurs extraordinary expenditures not originally included in the annual budget then such sums as may be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Unit Owners.

The reserve fund may also be used to discharge mechanics liens or other encumbrances levied against the entire property or against any unit, if resulting from action by the Association. The Unit Owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specifically assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specifically assessed to the Unit Owner responsible therefore. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit Owners in subsequent years.

An annual budget shall be prepared and determined prior to the annual meeting of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting the budget, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, the Association may revise the budget, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established, provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

The reserve account referred to above shall not be construed as a Statutory Reserve Account pursuant to Section 703.163 of the Wisconsin Statutes, unless the Association decides to establish a Statutory Reserve Account in a manner allowed by law. If the Association establishes a Statutory Reserve Account, the use of said account shall comply with the statutory provisions.

6.5 Default and Liens. All assessments of common expenses and special assessments until paid, together with interest and actual cost of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto to the extent permitted by law. If a member of the Association is delinquent

in payment of any charges or assessments, the Board of Directors, in the name of the Association, may file liens therefore and bring suit for and on behalf of the Association, as representative of all members to enforce collection of such delinqiencies or to foreclose the lien therefore, as provided by law, and there shall he added to the amount due the costs of collection and interest, together with attorneys fees. Liens shall be signed and verified on behalf of the Association by any Officer or agent of the Association. The owners of a unit against which a lien has been filed by the Association shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 **Individual Units.** Each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or a portion belonging to other owners, and such owner shall be personally liable to the Association or the adjoining Unit Owners as the case may be, for any damages caused by his failure to do so. Without many way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior and exterior washing and replacement of broken glass), screens and screening, light fixtures, refrigerators, ranges, heating and air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connect with the unit or the Common Elements appurtenant to the unit. As set forth in the Declaration, the Association may, by resolution, assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of Units which affect the exterior appearance of the condominium.

7.2 **Common Elements and Facilities.** The Association shall be responsible for the management and control of the Common Elements and facilities and shall cause the same to the maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefore as provided herein or by or pursuant to the Declaration with respect to Common Elements and/or Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specially assessed to such Unit Owner, or except as delegated to the Unit Owners), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

- All repairing, restoration, painting, maintenance and decorating of the building exterior, walls and roofs, but not including repair maintenance or replacement of Limited Common Elements required to be maintained by Unit Owners.

- All Maintenance, repair, painting, cleaning and decorating of common areas and fixtures including entryways and parking areas.

- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required, except as delegated to the Unit Owners as set forth herein.

- Repair, replacement or restoration of sidewalks, driveways, retaining walls and parking areas which are a part of the Condominium property.

- Snow and ice removal and salting and cleaning walks, drives and parking areas except as delegated to the Unit Owners as set forth herein or by the Declaration.

- General repair, maintenance and replacement of common fixtures and equipment such as mailboxes, and associated fixtures and equipment.

- General repair, maintenance and replacement of exterior fixtures including exterior lighting fixtures and associated equipment, entry signs into the condominium project and roadway signs therein.

- General repair, maintenance and replacement of all sewer (sanitary and storm) and water mains and connecting pipes and conduits not dedicated to the utility or the municipality.

- Provisions for maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 Association Services. The Association may provide any service or maintenance requested by a Unit Owner or owners with respect to individual units that the Association is able and willing to provide or perform and shall specially assess such requesting owner or owners therefore. The Board of Directors may establish policies requiring prepayment for some or all of such service or maintenance, and /or may refuse to provide same to Unit Owners who are delinquent in the payment of any sum due the Association.

7.4 Delegation of Common Area Maintenance. The Association hereby delegates to the Unit Owners the responsibility for snow and ice removal and salting and cleaning of porches and walkways and watering of lawns, shrubs, trees and other plantings. With respect to the responsibility for porches and walkways, each Unit Owner shall be responsible for those which service or are appurtenant to their respective unit. With respect to the watering of lawns, trees, shrubs and other plantings, each Unit Owner shall be responsible for such as are located within the Common area surrounding such unit. The area to be watered by each Unit Owner may be further defined by the Rules and Regulations adopted by the Association. Each Unit Owner shall perform the delegated Common area maintenance of the items set forth in this paragraph in a reasonable manner such that same are continuously maintained in a safe, sanitary and esthetically pleasing manner, and so as to prevent damage to or destruction of same. The

Association shall have the power to establish, by its Rules and Regulations, specific maintenance responsibilities and requirements with respect to the delegated maintenance items.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules and Regulations. The units and the Common Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws and the rules and regulations adopted by the Association from time to time, including but not limited to the following:

(a) Use. No Unit Owner shall occupy or use. his unit- or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner the-owner's family, or the owner's lessees or guests. No trade or business shall be conducted on the condominium property or from any unit without the prior written approval of the Board of Directors of the Association and in full compliance with all applicable law.

(b) Occupancy. Units in The Settlement of Rochester Condominium shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than 30 days; or (ii) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) Leases and Rental Agreements. Except for tenants specifically permitted by the terms of Article 11 of the Declaration, no lease or rental agreement shall allow a tenant to occupy a Unit for more than 6 months. Additional restrictions on leases and rental agreements (including but not limited to those with permitted tenants as defined in Article ii of the Declaration) are as follows:

- The lease or rental agreement must be in writing, signed by the owner and the tenant.

- The lease or rental agreement must be for a period of no less than ninety (90) consecutive days.

- The lease or rental agreement must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.

- Prior to the beginning of the lease or rental term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease or rental agreement.

(d) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in any of the Common Elements, except that birds and fish, and not more than a total of 2 dogs and cats (2 dogs, or 1 dog and 1 cat, or 2 cats) may be kept as household pets by Unit Owners provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

(e) Pet Rules and Regulations.

See Amendment

(1) Size and Weight. No cat or dog shall be permitted ~~if~~ in excess of 26 inches in height.

(2) Leashes. Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.

(3) Waste. The Unit Owners shall be responsible for the proper disposal of their pet's waste, without regard to their control over the pet at the time or location of the waste.

(4) Exercise. If the Board designates an area of the Common Element as a "pet area", then pets shall be exercised only within this area. Such designation shall not operation to diminish the Unit Owner's responsibility under (3) hereof.

(5) Behavior. Unit Owners are responsible for the behavior of pet occupying their unit and any handler thereof.

(6) Housing. Pets shall be housed exclusively within units. No exterior pens or cages shall be allowed.

(7) Licenses. Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association within 10 days after issuance by the municipality.

(8) Noises. All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event, must not be an unreasonable annoyance to the other condominium residents.

(9) Insurance. No dogs or cats shall be allowed unless the Unit Owner provides continuous proof to the Association, in the form of an insurance binder or policy, confirming that the Unit Owner has liability insurance in effect providing coverage for actions of the pet. Uninsured dogs and cats and uninsurable dogs and cats are prohibited.

(F) **Window Treatments.** All windows within a unit open to exterior view shall be, either uncovered or treated with draperies or curtains properly hung on drapery

or curtain rods, shades and/or window blinds. For purpose of uniformity of exterior appearance, the Association rules and regulations, may from time to time determine and specify the type, quality and appearance of draperies and window treatments which will be visible from the exterior of the building. Unless and until such rules and regulations are adopted, all window treatments shall have a white or off-white backing.

(g) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the Common Elements that will increase the rate of insurance on the units or the Common Elements, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on any unit or any part of the Common Elements, or which would be in violation of any law or ordinances. No waste shall be committed in the Common Elements.

(h) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the Common Elements, without the prior consent of the Association. The Association may establish rules and regulations for the size and placement of "For Sale" and "For Rent" signs. This provision shall not prohibit Declarant from erecting signs to expedite the sale of its units.

(i) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(j) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon the written consent of the Association.

(k) Use of Common Areas. No owner may keep or store, or permit to be kept or stored any of the following items on any portion of the Common Elements or Limited Common Elements, including but not limited to all driveways:

(1) Any truck larger than a 3/4-ton pickup truck.

(2) Any truck used as a commercial vehicle containing any type of signage.

(3) Junked, inoperative or unlicensed vehicles.

(4) Boats campers, recreational vehicles, snowmobiles, or any type of trailer.

Notwithstanding the foregoing, such vehicles as are reasonably necessary for the construction, reconstruction, repair and/or remodeling of units and Common Elements, and/or for moving or delivery purposes, shall be allowed, providing, same do not remain on the property for any time period longer than is reasonably necessary, and providing further that all owners of the Unit, jointly and severally, shall be responsible and liable to the Association for the repair of any damage to the Common or Limited Common Elements resulting there from.

(i) Temporary Structures. Temporary structures, such as sheds or other storage facilities are prohibited on common Elements.

(m) Storage. Patios terraces, decks or balconies shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles, or wagons, nor shall patios, terraces, decks or balconies be used for the drying or airing of laundry, carpets, rugs, or clothing. Furthermore, no grills shall be used or stored on patios, terraces, decks or balconies, unless they are of a type using a cover in place while in use. No clotheslines shall be hung in Common or Limited Common Elements.

(n) Access. No vehicle shall occupy, park upon or otherwise block access to or exit from another unit or the approach thereto.

(o) Vehicle Maintenance. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.

(p) Rummage Sales. No rummage ~~or~~ See Amendment garage type sales shall be conducted in or about any unit on more than four ~~(4)~~ calendar days in any calendar year.

(q) Parking. Parking on the roadways and easement areas within the Condominium is prohibited (see Article 24 of the Declaration).

(r) Enforcement. The Declaration, these By-Laws and the rules and regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the rules and regulations to be charges and assessed against the owners of units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

ARTICLE IX

General

9.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 Address. The mailing address of the Association shall be 1 *585.Si* . W. National Avenue, New Berlin, **WI** *53151*, or such other address as may be designated by the Board of Directors from time to time.

9.3 Seal. The Board of Directors may provide a corporate seal which, if provided, Shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE X

Amendments

10.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 Rights of Declarant. No amendment, repeal or alteration of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE XI

Miscellaneous

11.1 Record of Ownership. Every Unit Owner shall, upon the acquisition of a Unit, or any interest therein, promptly notify the Association, in writing, of the change of ownership, which notification shall include the Unit Number, the names of all owners of the Unit, and the address to which notices should be sent for such Unit. Every Unit Owner shall further promptly notify the Association, in writing, of any change of address

11.2 Statement of Assessments. The Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

11.3 Indemnity of Officers and Directors. Every person who is or was a Director or an Officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the association against all loss, costs, damages and expenses (including reasonable Attorneys fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such Director or Officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified, has not been guilty of gross negligence or willful misconduct in the performance of his duty's such Director or Officer in relation to the matter involved. The Association, by its Board of Directors in indemnify in like manner, or with any limitations, taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be; in addition to all rights to which Officers, Directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, Director or Officer of the association with respect to any duties or obligations assumed or liabilities incurred by him as a Unit Owner under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, or as a member of the Association.

11.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as set forth in the Declaration and in said Condominium Ownership Act.

11.5 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision thereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

11.6 Transfer Fee. The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the Condominium Association as a part of the Rules and Regulations. The transfer fee shall not be charged on initial sales by the Developer.

11.7 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

FIRST AMENDMENT TO CONDOMINIUM BY-LAWS

THE SETTLEMENT OF ROCHESTER CONDOMINIUMS

At the Annual Meeting of the Settlement of Rochester Condominium Association on May 3, 2010 the voting membership changed, by unanimous affirmative vote, portions of condominium By-Laws Article VIII. The changes are specifically for the following sections of Article VIII:

8.1, (e), Pet Rules and Regulations, (1) Size and Weight. No weight or size restrictions are in place at the current time.

8.1, (p), Rummage Sales, No individual rummage or garage type dales shall be conducted on any area of the Condominium. The Association may hold up to two (2) common Condominium wide rummage or garage sales in any calendar year.

May 3, 2010
Settlement of Rochester Condominium Association, Inc.
Racine County, Wisconsin

SECOND AMENDMENT TO CONDOMINIUM BY-LAWS

THE SETTLEMENT OF ROCHESTER CONDOMINIUMS

At the Annual Meeting of The Settlement of Rochester Condominium Association on May 1, 2019, the voting membership changed, by affirmative vote in excess of 67% of the votes in the association portions of the condominium By-Laws Article II. Changes are specifically for the following section of Article II:

2.4 Time, Place, Notice and Calling of Members' Meetings

Written notice of all meetings stating the date, time and place of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, to each member by email at the address provided to the Association Secretary not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. If a Unit Owner does not have a personal email address, he or she must complete form provided upon occupancy or at the annual meeting or he or she must notify the Association Secretary in writing that the Unit Owner does not wish to receive written notice of all meetings via email. If a Unit Owner opts out of email delivery of the written notice of all meetings, the Association Secretary will mail the notice via the U.S. Postal Service to the address as it appears on the books of the Association.