

**BYLAWS OF  
GREAT RIVER CONDOMINIUM II**

Name and Return Address  
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*The BYLAWS of Great River Condominium II* is made and entered into by Great River Homes, LLC (hereinafter referred to as the "Declarant").

**RECITALS**

WHEREAS, Declarant is the Owner in fee simple of certain real estate and improvements legally described herein in the City of La Crosse, La Crosse County, Wisconsin; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, Chapter 703, as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, the Declarant desires and intends that the Unit Owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, declares as follows:

**BYLAWS OF  
GREAT RIVER CONDOMINIUM II**

**ARTICLE I  
UNIT OWNERSHIP**

Section 1. Unit Ownership. The Property located in the City of La Crosse, La Crosse County, Wisconsin (the "Property") known as **Great River Condominium II** a Condominium (the "Condominium") has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a certain Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for La Crosse County, Wisconsin.

Section 2. Applicability of Bylaws and Definitions. These Bylaws are adopted as the Bylaws of Great River Condominium Association II, Inc. (the "Association"), a Wisconsin corporation, organized under the Wisconsin Nonstock Corporation Law to serve as an Association of Unit Owners under the Wisconsin Condominium Ownership Act. The provisions of these Bylaws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms herein shall, unless the context or the Declaration require otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office. The office of the Association and of the Board of Directors of the Association (the "Board of Directors" or the "Board") shall be located at 425 State Street #2813, La Crosse, WI 54601.

**ARTICLE II  
BOARD OF DIRECTORS**

Section 1. Numbers and Qualifications. The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall be composed of three (3) persons, all of whom shall be owners or spouses of owners or mortgagees of units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporation, or in the case of fiduciary owners or mortgagees, shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. The Board of Directors shall have the full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration these Bylaws, and rules and regulations hereunder.

Section 3. Election and Term of Office. At the first annual meeting of the Unit Owners, the term of office of one member of the Board of Directors shall be fixed at three (3) years, the term of office of the other member of the Board of Directors shall be fixed at two (2) years. At the expiration of the initial term of office of each respective member of the Board of Directors, his/her successor shall be elected to serve a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit Owners.

Section 4. Removal of Members of the Board of Directors. At any regular or special meeting of unit-owners, any one or more of the members of the Board of Directors may be removed with or without cause by two-thirds of the authorized votes of all Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the appropriate annual meeting of the Unit Owners.

Section 6. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the Unit Owners shall be held immediately after the annual meeting, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present thereat.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors by mail at least three (3) business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours written notice to each member of the Board of Directors given personally or by mail, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him/her of the time and place thereof.

If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereon shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 11. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 12. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgement, failure to adhere to the provisions of the Declaration of these Bylaws, negligence, or otherwise, except for their own individual fraudulent misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the Unit Owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the Unit Owners, and the liability of any single Unit Owner shall be limited to such equal proportionate share of the total liability. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that the liability of the Unit Owners under said agreements shall be shared equally by all of the Unit Owners, and the liability of any single Unit Owner shall be limited to such equal proportionate share of the total liability.

Section 13. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter such consent shall have the same force and effect as a unanimous vote.

### **ARTICLE III UNIT OWNERS**

Section 1. Annual Meeting. The first meeting of the Unit Owners shall be held upon ten (10) days written notice given by the Declarant prior to the conveyance of twenty-five percent (25%) of the common element interest to Unit Owners at which meeting the Unit Owners other

than Declarant shall elect at least twenty-five percent (25%) of the directors of the Board. Prior to conveyance of fifty percent (50%) of the common element interest to Unit Owners a meeting shall be held at which the Unit Owners other than Declarant shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors of the Board. Not later than thirty (30) days after the expiration of Declarant control, a meeting shall be held by the association at which the directors and officers shall be elected and take office after the election. Thereafter, there shall be an Annual Meeting of the Voting Members on each succeeding year in January of each year, on the Property, or at such other reasonable place or time (not more than thirty (30) days before or after such date), as may be designated by written notice of the Board delivered to the Unit Owners not less than fifteen (15) days prior to the date fixed for said meeting. Declarant control shall cease at the earlier of the following events: Ten (10) years from the date of filing the Declaration, or thirty (30) days after the conveyance of 50% of the Common Elements to unit purchasers (sale of units owning a total of 50% of the condominium as provided in Exhibit "B" of the Declaration and Amendments thereto. Declarant is entitled to retain all voting rights with respect to the Unit owned by the Declarant.

Section 2. Place of Meetings. Meeting of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unanimous vote of the Unit Owners. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at special meeting, except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each Unit Owner of record or cause to be delivered to each Unit Owner a notice of each annual or special meeting of the Unit Owners, at least seven (7) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held at the address of his/her unit or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended a majority of the authorized votes of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his/her or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by

written notice to the Secretary by the owner or owners so designating. Each Unit Owner (including the Board of Directors, if the Board of Directors or its designee shall then hold title to one or more units) shall be entitled to cast at all meetings of the Unit Owners the votes appurtenant to each unit owned as set forth in the Declarations, as Amended. Where ownership is in the name of two or more persons, the votes appurtenant to their unit shall be cast collectively.

Section 8. Majority of Unit Owners. As used in these Bylaws, the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Article III, Section 7, of these Bylaws.

Section 9. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners having a majority of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 10. Majority Vote. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of Unit Owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Unit Owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect a unanimous vote.

Section 12. Membership. All Unit Owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from of any unit. Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for La Crosse County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for La Crosse County a deed or other instrument establishing a change of record title to a unit and the delivery to the Association of a certified copy of such instrument. The new owner designated by such instrument shall thereby become a member of the Association, and the membership of the prior owner shall thereby be terminated.

## **ARTICLE IV OFFICERS**

Section 1. Designation. The principal officers of the Association shall be the President, the Vice-President, and the Secretary-Treasurer, all of whom shall be elected by the Board of Directors. The President and the Vice-President must be members of the Board of Directors. An elected officer may hold more than one office position at the same time.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his/her successor may be elected at any regular meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Unit Owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law including but not limited to the power to appoint from among the Unit Owners any committee which the President decides is appropriate to assist in the conduct of the affairs of the Property.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the office by the Board of Directors or by the President.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors. He shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 7. Treasurer. Also the Secretary-Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he/she shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

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

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

## ARTICLE V OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Common Charges. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power, and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15<sup>th</sup>, notify each other in writing as to the amount of such estimate, with reasonable itemization thereof. The Common Expenses and Common Charges shall be assessed as follows: Those expenses for the common elements, exclusive of fire and extended coverage insurance, shall be divided equally among all units for which occupancy permits have been received from the City of La Crosse. Fire and extended coverage insurance costs shall be assessed on the ratio of the percentage of ownership in the Common Elements of the unit to the total percentage of ownership of all units for which occupancy permits have been issued by the City of La Crosse. On or before January 1 of the ensuing year, and the first of each and every month of each year, each Owner shall be obligated to pay to the Board, or as it may direct one-twelfth (1/12th) of the assessment made pursuant to this Section. The Board may, at its option, elect to have the assessments paid in four equal installments, one each on the first day of each quarter during the assessment year, on or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

Section 2. Insurance.

The Board shall obtain insurance as it may deem desirable for the Common Elements against loss or damage by fire or other hazards for not less than the full replacement value of the property insured and a liability policy covering all claims commonly insured against. Insurance coverage shall be written on the property in the name of the condominium as trustee for each of the Unit Owners in the percentages established herein. Premiums shall be common expenses and shall be included in the monthly charges by the Unit Owners. Provisions for insurance shall be without prejudice to the rights of each Unit Owner to insure his or her own Unit for personal benefit. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or the Court has ordered a partition of the condominium property, or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.



Each Unit Owner shall be responsible for his/her own insurance on the Unit, the contents of his/her own unit, and his/her additions and improvements thereto, and decorating and furnishings and personal property therein, and his/her personal property stored elsewhere on the Property, and his/her personal liability, all to the extent not covered by fire and liability insurance obtained by the Board of Directors.

The Board of Directors shall not be responsible for obtaining insurance on any additions, alterations, or improvements made by any Unit Owner to his/her unit unless and until such Unit Owner shall request the Board of Directors in writing so to do, and shall make arrangements satisfactory to the Board of Directors to reimburse the of Directors for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board of Directors shall not be obligated to apply any insurance proceeds to restore the affected units to the making of such additions, alterations, or improvements.

Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Board of Directors, officers of the Association, or the Declarant for damage to the common areas and facilities, the units, or to any personal property located in the units or common areas and facilities, caused by fire or other casualty.

Section 3. Books and Records. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours of weekdays as may be requested by the Unit Owner. Upon ten days' notice to the Board of Directors and payment of a reasonable fee as fixed by the Board of Directors not to exceed \$25.00, any Unit Owner shall be furnished a statement of the Unit Owner's account, setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 4. Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners according to their respective common interests.

Section 5. Remedies for Failure to Pay Assessments. If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board of Directors as herein provided, the Board of Directors shall have the authority for and on behalf of itself and the Association, and as the representative of all the Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Wisconsin Condominium Ownership Act, these Bylaws, the Declaration, or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments. In addition, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board of Directors may bring suit for and on behalf of itself and as representative of all the Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of

said suit, together with interest at the rate of twelve percent (12%) per annum and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the unit of the Unit Owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board of Directors and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interests so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien shall take effect and be in force when and as provided in the Wisconsin Condominium Ownership Act; provided, however, that encumbrances (other than those constituting a first mortgage owned or held by or on behalf of any bank, insurance company, or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the unit covered by its encumbrance, and, unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of the request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment, such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his/her encumbrance. Each Unit Owner shall be obligated to pay common charges hereunder notwithstanding the fact that the Unit Owner may have a pending dispute with the Association on any matter.

Section 6. Waiver of Use. No Unit Owner may be exempted from liability for his/her contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of the Unit Owner's unit.

Section 7. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws:

(a) To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expenses of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner or trespass; or

(b) To prohibit the use of all of the amenities of the condominium and the common elements thereof except for the rights of ingress and egress over the roadways and walkways located on the common elements and the use of the individual unit by the defaulting owner.

(c) To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 8. Use of Property. The Units and Common Areas shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. The Unit Owners shall be permitted to lease or rent his/her respective Unit. The Common Elements may be altered to afford ingress and egress to and from such Units in such manner and upon such conditions as shall be determined by the Board in writing. There shall be quiet hours for all Units and Common Areas between 10:00 p.m. and 8:00 a.m. seven days a week.

(b) There shall be no obstruction of the common areas and facilities, nor shall anything be stored in the common areas and facilities without the prior consent of the Board of Directors, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit and Limited Common Elements. Unit Owners shall not park or keep trailers, RV's, junk vehicles, campers or boats on driveways.

(c) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his/her unit or in the common areas and facilities which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

(d) Flags and decorations covering deck railings or on the exterior of the building are prohibited. Unit Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the unit, and no sign, awning, canopy, shutter radio, or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board of Directors. Welcome mats shall not contain controversial words or messages.

(e) No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except that one (1) dog or cat may be kept in units as a pet, subject to rules and regulations adopted by the Board of Directors, provided that they are not kept bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board of Directors. All pets must be on a leash when outside a Unit. All dogs over twenty (20) pounds are prohibited. *(Consult with GRH for special Approval)*

(f) No unlawful, immoral noxious, or offensive activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein or thereon either

willfully or negligently which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to the other Unit Owners or occupants of units. No smoking inside the Unit or Common Areas or on the exterior of the building in which the Units or Common Areas are located.

(g) Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of any building or which would structurally change any building, except as is otherwise provided herein.

(h) The Common Elements and same shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other waste shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, slightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board. In the event any Unit Owner, occupant, guest, invitee, family member, or licensee shall permit or allow any of the items set forth in the preceding paragraph to occur upon the Common Elements and, further, shall within twelve (12) hours of receiving written notice fail to take all the necessary steps to correct the condition set forth in said notice, the Board shall have the right to enter on said Common Elements to correct said condition. The costs of the removal or correction of said item shall be assessed against the Unit Owner and shall become collectible as herein provided for any assessment.

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

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

(k) Unit Owners shall only have two (2) operating vehicles per Unit. Junk vehicles are prohibited.

(l) Special Provision. No provisions of these Bylaws shall be deemed to nullify, void or invalidate the specific provisions as set forth in the Declaration, said provisions being deemed to take precedence over any provision of these Bylaws. The Board of Directors shall have the exclusive control and jurisdiction over all underground facilities within the Common Areas of the Condominium. The Board of Directors for the Association and/or the Association by its members may from time to time adopt certain rules and regulations which shall be made a part

of these Bylaws. These rules and regulations shall be set forth as "Addendum to Bylaws" and shall be affixed to the official Bylaws of the Association and incorporated therein by reference.

Section 9. Additions, Alterations, or improvements by Board of Directors. Whenever the judgment of the Board of Directors, the common areas and facilities shall require additions, alterations, or improvements costing in excess of \$1,000.00, and the making of such additions, alterations or improvements shall have been approved by two-thirds (2/3) of the authorized votes of all Unit Owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing \$1,000.00 or less may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a common expense.

Section 10. Additions, Alterations, or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or on his/her unit, nor affix anything to the exterior of his/her unit nor erect or construct anything in the limited common area assigned to his/her unit without the prior written consent thereto of the Board of Directors. Any application to any governmental authority for a permit to make an addition alteration, or improvement in or on any unit shall be executed by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement. The provisions of this Section 10 shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant.

Section 11. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common areas and facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

Section 12. Utilities. The Board of Directors shall pay, as a common expense, all charges for water, waste removal, electricity, gas, telephone, and other necessary utility service for the common areas. Each Unit Owner shall pay the bills for the above items consumed or used in or in connection with the Unit Owner's Unit and Limited Common Area.

Section 13. Right of Access. A Unit Owner shall grant a right of access to his/her Unit to any other person authorized by the Board of Director to make inspections, to correct any condition originating in the unit and threatening another unit or common or limited common area or facility, to install, alter, or repair mechanical or electrical services or other common facilities in the unit or elsewhere in any building, and to correct any condition which violated the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the Unit Owner. However, in the case of emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

## **ARTICLE VI MORTGAGES**

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A Unit Owner who mortgages the Unit Owner's unit shall notify the Board of Directors of the name and address of the mortgagee.

Section 3. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board of Directors, when giving notice to a unit-owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

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

## **ARTICLE VII UNPAID ASSESSMENTS ON SALE**

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

## **ARTICLE VIII CONDEMNATION**

Section 1. In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein a residential building, or buildings, or unit, or units whereby construction of a like building or buildings or unit or units cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows:

(a) To the owners of the individual units condemned that portion of the condemnation award attributable to each owner's unit and the right of action, if any, arising thereunder and attributable to said unit, together with said owner's interest in the condemnation award for the common elements condemned plus a sum equal to said owner's interest in the remaining common elements to be paid by the remaining owners. Any condemnation award

together with any right of action arising thereunder, attributable to a Unit, shall be the exclusive property of the Unit Owner insofar as said award or right of action pertains to the Unit constructed thereon.

(b) To the owners of the common elements whose residential units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action, shall be disbursed to the owners as their common interests may appear, including the owners of those units condemned as though they were voting members.

(c) The decision as to whether a like building, or buildings may be constructed elsewhere on the premises, shall be determined by the voting members. A favorable vote for construction shall be by fifty-one percent (51%) of the voting members and compliance with the restrictions of record. Any proposed construction shall be subject to the Laws of the State of Wisconsin and ordinances of the governing bodies.

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

## **ARTICLE IX RECORDS**

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners, and financial records and books of account of the Property, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common charges against each unit, the date when due, the amounts paid thereon and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Property shall be rendered by the Board of Directors to all Unit Owners at least quarter-annually. In addition, an annual report of the receipts and expenditures of the Property, prepared by an independent certified public accountant, shall be rendered by the Board of Directors to all Unit Owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

## **ARTICLE X MISCELLANEOUS**

Section 1. Notices. All notices to the Board of Directors shall be sent by registered or certified mail, do the managing agent, or if there is no managing agent, to the office of the

Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices of violations of the Bylaws or the Declaration and notices of liens of the Association shall be sent to the Unit Owner by registered or certified mail to his/her unit or to such other address as may have been designated by him from time to time, in writing to the Board of Directors. In the event said notice shall also be required to be sent to mortgagees of units, such notice shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices, other than the foregoing, may be sent by first class regular mail in the aforesaid manner to Unit Owners and mortgagees. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender. 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 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Conflicts. These Bylaws are set forth to comply with the requirements of Section 703.10 of the Wisconsin Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration, the Declaration shall control.

Section 7. Relinquishment of Control. The Association shall have all of the powers of an association of Unit Owners under the Wisconsin Condominium Ownership Act. By adoption of these Bylaws and the Declarant's vote in favor thereof, the Declarant shall be deemed to have relinquished all powers, rights, duties, and functions reserved to it in Section 13.01 of the Declaration, except Declarant shall be entitled to and retain all rights which are associated with the ownership of any Unit by Declarant.

## **ARTICLE XI AMENDMENTS TO BYLAWS**





