

Cross Pointe Condo Association

# Condominium Declaration

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Rogers Development, Inc. ("Declarant") hereby declares that it is owner of the real estate described in Article 2 and that the real estate is subject to the Wisconsin Condominium Ownership Act ("Act"), as provided in this Declaration.

**1) Statement of Declaration**

- A. The purpose of this Declaration is to submit the real estate described in Article 2, and all buildings and other improvements erected on or to be erected on the real estate, to the condominium form of ownership as provided in the Act and this Declaration. The real estate, buildings, and improvements shall be known and described as Cross Pointe Condominiums (the "Condominium").
- B. Declarant agrees that after the date of recording of this Declaration, the real estate described in Article 2, and the buildings and other improvements located on or hereafter located on the real estate, shall be sold, leased and otherwise conveyed or transferred subject to the provisions of this Declaration and the Act. The provisions of this Declaration shall be deemed to run with the land and the bind and be to the benefit of the Declarant and all who obtain an interest of any kind in the real estate.

**2) Description of Land**

The real estate which is subject to this Declaration and upon which the building and improvements are and will be located is in the city of Janesville, Rock County, Wisconsin, and is described as follows:

Lot One of Certified Survey Map Document #1562178 as recorded in Volume 25 on pages 297, 298, and 299 of Certified Survey Maps, being part of the S.E. ¼ of the S.E. ¼ of Section 21, T. 3 N., R. 13 E. of the 4<sup>th</sup> p.m., City of Janesville, Rock County, Wisconsin.

**3) Description of Buildings**

- A. The real estate contains 16 buildings, which are under construction or will be constructed and located as shown on the plat of survey attached to this Declaration as **Exhibit A**. The Condominium dwelling Units in each building are called "Units," and their boundaries are described in Article 4 of this Declaration.
- B. Each building shall contain four units as shown on the plat or survey, with each unit having an attached garage, which is a part of the unit. The principal materials of which the building is constructed are poured concrete footing and foundation walls, wood and concrete floors, aluminum or vinyl siding, and fiberglass or asphalt shingle roofs. Each unit will have floor covering of carpet or linoleum, except garages. Each unit will have separate forced air

heating, air-conditioning, and water heater. All utilities will be separately metered to each unit.

4) **Description of Units**

A. The unit numbers of each unit, and the approximate area, location, Limited Common Area for the unit, and immediate Common Area to which it has access and the floor plans are shown on the plans attached to this Declaration as Exhibits A, B, and C prepared by R. H. Batterman & Co., Inc. Working drawings and general specifications for the units are on file at the office of the Declarant.

B. The boundaries of each unit shall consist of the cubic area of each and improvements enclosed as follows:

(1) *Horizontal Boundaries*

- a. The upper boundaries of the unit shall be the exterior surface plane of the ceiling of each unit (including each unit's garage).
- b. The lower boundaries of the first floor units shall be the exterior surface plane of the floor slab of the unit and the exterior surface plane of the unit's garage floor slab of each garage.
- c. The lower boundaries of the second floor units shall be the exterior surface of the floor (beneath the floor covering) and the exterior surface plane of the unit's garage floor slab.

(2) *Vertical Boundaries*

- a. The exterior surface of the wallboard on the exterior walls of each unit.
- b. The mid-point of the common walls between units.

(3) *In Addition, a unit includes the following items serving the particular unit although they may be outside the defined cubicle of air:*

- a. All doors and windows, their interior casements, and all their opening, closing, and locking mechanisms and hardware;
- b. All wall, floor, baseboard, and ceiling mounted electrical fixtures, outlets, wiring, and switches in the junction boxes serving them, and all electrical wires, electrical boxes, and electrical devices servicing a unit and which electrical

wires, electrical boxes, and electrical devices are located in or on the building in which the unit is located;

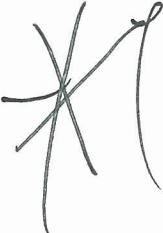
- c. All plumbing fixtures and the piping, valves, and other connecting and controlling materials or devices servicing a unit and which items are located in, on, or under the building in which the unit is located;
- d. Fireplace, chimney, and flute;
- e. All components of any heating plant or air conditioning unit or units serving a unit whether such components are located in, on, or adjacent to the building in which the unit is located.

(4) Not included as part of the unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the unit under Paragraph 4 (B)(3) above, which lie within the cubicle or cubicles of air comprising the unit.

C. If any portion of the Common or Limited Common areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the Common or Limited Common Areas or facilities as a result of the construction of the unit, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the unit stands. In the event a unit, any adjoining unit, or any adjoining Common or Limited Common Area or facility shall be partially or totally destroyed, as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the Common or Limited Common Areas or facilities upon any unit or of any unit upon any other unit or upon any part of the Common or Limited Common Areas or facilities, shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the unit stands. In interpreting the attached exhibits, the existing physical boundaries of a unit or of a unit which is reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the dimensions expressed in the attached exhibits, regardless of settling or lateral movement of the unit and regardless of minor variance between boundaries shown on the attached plan and those of the unit.

D. The unit owner is responsible for the repair and maintenance of his/her unit.

E. The owner of the unit located on the second floor of a four unit building shall not, nor shall such owner permit anyone to, replace any floor coverings within the unit with any materials other than as originally installed excepting only that carpet may be installed any floor.



**5) Description of Common Area and Facilities**

- A. The Common Areas and facilities shall include all of the following:
  - (1) All land within the condominium
  - (2) All sidewalks, all nonpublic roads, driveways and landscaping
  - (3) The area above and below each unit
  - (4) All recreational paths shown on the Condominium Declaration, and which recreational paths may be subject to an easement to the public for public use
  - (5) All other parts of the Condominium not included in the definition of a unit and all parts of the Condominium necessary or convenient to its existence, maintenance and safety, or normally in common use.
- B. The Association shall be responsible for the repairs and maintenance of the Common and Limited Common Areas. The Association is specifically responsible for the timely repair and maintenance (including the removal of snow) of the recreational pathways and road located within the Condominium.

**6) Description of Limited Common Area and Facilities**

- A. The portions of the Common Areas immediately adjacent to a unit shown as Limited Common Areas on Exhibit A shall be Limited Common Areas and shall include, without limitation:
  - (1) The unit driveway and the sidewalks servicing each unit
  - (2) A portion of the front, rear, and side yard of each unit extending up to the distance shown on the condominium plat
  - (3) The patios and decks constructed on or within (2) above, whether attached to the unit or not
- B. Use of the Limited Common Area appurtenant to any unit shall be restricted to the unit owner and guests or invitees of the unit owner. Agents and employees of the Association shall have access to and the right to enter upon the Limited Common Areas for the purpose of performing maintenance and repair obligations of the Association as described in this Declaration and in the Association Bylaws. The Association may, by rules and regulation adopted by the Association, control the use the Limited Common Areas by a unit owner

**7) Condominium Association**

- A. Declarant has established a condominium association to govern the affairs of the Condominium. The Association is a non-stock, nonprofit Wisconsin corporation known as Cross Pointe Condominiums Association Inc. ("Association").
- B. Declarant reserves the right to appoint and remove the officers of the Association and reserves the right to exercise the powers and responsibilities otherwise assigned by this Declaration or by Chapter 703 Wisconsin Statutes to the Association or its officers, for a period of five years from the date that the first unit is conveyed by the Declarant or as otherwise provided in Chapter 703 of the Wisconsin Statutes.

**8) Common Area Ownership and Voting**

- A. Each unit owner shall have one vote for each unit owned at meetings of the Association. There shall be only one vote per unit and the vote shall not be split. If more than one person owns a unit, the owners shall file with the Association the name of the person nominated to cast the vote of the owners. Shared membership interests must be voted pursuant to the nomination contained in the membership list.
- B. Each unit and its owner shall have a pro rata undivided interest in common with all other units and unit owners in the Common and Limited Common Areas. The undivided ownership interest in the Common and Limited Common areas of each unit and its owner shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of units in the Condominium. The Declarant recognizes that there may be variances in the units, which relate to value, size, maintenance, and replacement but Declarant believes that the foregoing formula of ownership and voting is fair and equitable, as well as the most efficient for purposes of administration.
- C. Funds for payment of Common Expenses and the creation of reserves for payment of future Common expenses shall be obtained in equal assessments against all unit owners. All common surpluses shall be owned equally by all unit owners. All unit owners shall be equally liable for all Common Liabilities.
- D. Unpaid Common Expenses assessed against a unit are a joint and several liabilities of grantor and grantee in a voluntary transfer of the unit if a statement of condominium lien covering the delinquency is recorded. A first mortgagee acquiring a unit by foreclosure or other remedies under its mortgage is not liable for Common Expenses assessed to the unit prior to its acquisition of the unit.

**9) Residential Use**

All units intended for and shall be restricted to use by the owner, his/her immediate family, invitees and frequenters for residential purpose only.

The legal definition of immediate family is as follows: spouse, parents, grandparents, children, grandchildren, brother, sister, mother in-law, father in-law, brother in-law, sister in-law, daughter in-law and son in-law.

**10) Service of Process**

Service of process shall be made upon the Declarant by serving Bruce R. Briney, Nowlan & Mouat, LLP, 100 S. Main Street, Janesville, Wisconsin 53545, as to matters provided in the Wisconsin Unit Ownership Act. The Association may name a successor agent for service of process in the same manner and to the same extent that names and addresses of registered agents may be changed by corporations.

**11) Damage or Destruction**

- A. In the event a unit or units are destroyed or damaged, the unit or units shall be rebuilt by the Association or unit owner unless action by the Association by unanimous vote of all unit owners taken within 90 days after such damage or destruction, determines not to rebuild, repair or restore the unit as more fully described in the Association's Bylaws.
- B. In the event of partial or total condemnation of all part of the Common Areas (including Limited Common Areas) of any unit, the area taken shall be restored or rebuilt unless action by the Association, by unanimous vote of all unit owners taken within 90 days after notice of such partial or total determines not to rebuild, repair, or restore the Common Areas as more fully described in Association's Bylaws.

**12) Further Matters**

- A. All present and future unit owners, tenants of such owners, and any other occupants of units, employees of unit owners or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into the occupancy of any unit shall constitute an acceptance by such owner, tenant, or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall

## Condominium Declaration

be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and fully stipulated in such deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings, as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Wisconsin Unit Ownership Act.

- B. The Declarant hereby reserves the right to cause one or more of the units it owns to be maintained as a model unit and sales office and to display such models and the Commons Areas and the Limited Common Areas of the Condominium for purposes of selling units in the condominium or in the projects of the Declarant.
- C. Rules and regulations (in addition to the Bylaws) concerning the use of the units and the Common and Limited Common Areas or facilities, including provisions limiting the keeping of animals and other pets and the use of the Limited Common Area and the installation of landscaping may be promulgated and amended by the Board of Directors of the Association. The keeping of pets and animals, including the requirement of keeping all animals on a leash is subject to not only the rules and regulations adopted by the Board of Directors of the Association, but is also subject to all statutes of the State of Wisconsin and ordinances of the City of Janesville, Wisconsin. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date
- D. 1. Effective November 15, 2010, all units are required to be owner occupied. No residential unit owner shall rent, lease or otherwise so demise any residential unit or any part therein. Owners shall not permit the use of said unit by any party other than owner or owner's immediate family member.  
  
The legal definition of immediate family is as follows: spouse, parents, grandparents, children, grandchildren, brother, sister, mother in-law, father in-law, brother in-law, sister in-law, daughter in-law and son in-law.  
  
2. An owner's observance of and performance under a rental agreement, lease, or other instrument granting occupancy in a residential unit in effect as of November 15, 2010 shall not be in violation of this subparagraph. When the existing tenants vacate their respective units, said units shall become owner occupied under this subparagraph, irrespective of the effective date of the rental agreement, lease or other instrument granting occupancy in a residential unit.
- F. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the City of Janesville, Wisconsin or to any other municipality or public or semi-public utility companies, easements, and right-of-ways for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the

transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that said Board of Directors may deem fair and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, as far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress there from and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created. The Declarant hereby further reserves for itself and its successors and assigns access to and the right to connect to any such poles, wires, underground pipes, or other conduits for the improvement of other property owned by Declarant.

### 13) Amendment of Declaration

This Declaration may be amended by the Declarant until all units have been sold, conveyed, paid, and received, solely in order to correct any errors or omissions herein (including changes in the buildings as finally constructed), or by vote of at least 75% of the authorized votes of all unit owners cast in person of the Bylaws. Copies of any such amendment shall be certified by the President and Secretary of the Association.



Cross Pointe Condo Association

# Condominium By-Laws

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### **Disclosure Materials**

**Name of condominium:** Cross Pointe Condominiums

**Address:** c/o Rogers Development, Inc.  
2115 Harlem Boulevard  
Rockford, Illinois 61111

**Declarant:** Rogers Development, Inc.

1. These are the legal documents covering your rights and responsibilities as a Condominium Owner. If you do not understand any provisions contained in them, you should obtain professional advice.
2. These disclosure materials given to you as required by law may be relied upon as correct and binding. Oral statements may not be legally binding
3. You may at anytime within five (5) business days following receipt of these documents, or following notice of any material changes in these documents, cancel in writing the contract of sale and receive a full refund of any deposits made.

## Index

The disclosure material the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. **Condominium Declaration**

The Declaration establishes and describes the condominiums, the units, and the common areas. The Declaration begins on Page 1.

2. **Bylaws**

The Bylaws contain rules, which govern the condominiums and affect the rights and responsibilities of unit owners. The Bylaws begin on Page 1.

3. **Estimated Annual Operating Budget**

The Association incurs expenses for the operation of condominium, which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to mortgage and utility payments. The budget begins on Page 1.

4. **Articles of Incorporation of Cross Pointe Condominiums Association Inc.**

The Articles begin on Page 1.

**Article 1**  
**Plan of Ownership**

**Section 1**

**Condominium**

Certain real estate located in the City of Janesville, Rock County, Wisconsin (the Condominium), known as Cross Pointe Condominiums, has been placed into the Condominium form of ownership by its Owner, Rogers Development, Inc. (Declarant) under the Wisconsin Unit Ownership Act (the "Act") by the Condominium Declaration for Cross Pointe Condominiums ("the Declaration") recorded in the office of the Register of Deeds of Rock County, Wisconsin on June 24, 2003, as Document # 1615238.

**Section 2**

**Adoption of Bylaws**

These Bylaws are adopted as the Bylaws of Cross Pointe Condominiums Association, Inc. (the Association), a Wisconsin corporation, organized under the Wisconsin Non-Stock Corporation Law to serve as an Association of Unit Owners for which provision is required under the Act. The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy of the Units, Common Areas, and Limited Common Areas of the Condominium as described in the Declaration.

**Section 3**

**Office**

The office of the Association and its Board of Directors shall be located c/o Nowlan & Mouat LLP, 100 S. Main Street, P.O. Box 8100, Janesville, Wisconsin 53547-8100

**Article 2**  
**Members Voting and Meetings**

**Section 1**

**Class of Members**

The Association shall have one class of members, and the rights and qualifications of members are as follows.

**A. *Unit Owner***

Members shall be all Unit Owners and who shall have one vote for each Unit owned. Every Unit Owner upon closing of the purchase of the Unit shall become a member of the Association and shall remain a member until such time as the member's ownership of the Unit ceases for any reason, at which time membership in the Association shall cease.

***B. One Membership 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, and shared membership interest must be voted pursuant to the nomination contained in the Membership List.

***C. Membership List***

The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association and signed by a majority of the persons having an ownership interest in the Unit.

***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 the 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 of the new owner, identification of Unit, date of transfer, name of the person designated to vote, 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 date of transfer.

## Section 2

**Quorum and Proxies for Members Meeting**

A quorum for members meetings shall consist of 30% of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated in the proxy not to exceed 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. 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.

## Section 3

### **Time, Place, Notice and Calling of Members' Meeting**

Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, 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 5 days nor more than 30 days prior to the date of the meeting. 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. The annual meeting shall be held in the month of September of each year for the purpose of electing Directors, which shall take office on January 1<sup>st</sup> of the following year, reviewing budgets and assessments, and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast

## Article 3

### **Board of Directors and Members**

## Section 1

### **Number of Directors**

The initial Board of Directors shall consist of 3 persons appointed by Declarant who need not be members of the Association, to serve until their appointment is revoked by the Declarant. Directors appointed by Declarant shall be known as appointed Directors.

Thereafter the number of Directors shall be determined by the Board of Directors.

## Section 2

### **Election of Directors**

At the times set forth below, a meeting of members shall be called and the members, other than Declarant, shall elect the number of Directors set forth below to the Board of Directors ("Elected Directors"), each Elected Director to replace an appointed Director to be designated by Declarant.

Upon conveying 25% of all units	- 1 Director
Upon conveying 50% of all units	- 1 Additional Director
After all Units are conveyed	- 1 Additional Director

## Section 3

### **Qualifications of Elected Directors**

All elected Directors shall be members of the Association, and no more than one owner from a unit, and shall serve from the date of election until the next annual meeting or until their successors are duly elected and confirmed.

## Section 4

### **Power and Duties of the Board of Directors**

The affairs of the Association 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 by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

## Section 5

### **Vacancies on Board**

Vacancies of appointed Directors shall be filled by Declarant. Vacancies of Elected Directors on the Board of Directors caused by any reason other than the removal of an Elected 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 an Elected Director until a successor is elected at the next annual meeting of the members.

## Section 6

### **Removal of Directors**

Appointed Directors shall be removable by the Declarant for any reason. At any regular or special meeting duly called, any one or more of the Elected Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

## Section 7

### **Declarant Rights**

Pursuant to the Declaration, Declarant shall have the right for a period of 10 years or 3 years from the date that the first Unit is conveyed by the Declarant or as otherwise provided in Chapter 703 of the Wisconsin Statutes to appoint and remove officers of the Association and/or to exercise the powers and responsibilities assigned to the Association or its officers by Chapter 703 Wisconsin Statutes.

## Section 8

### **Regular Meetings and Notice**

A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

## Section 9

### **Special Meetings and Notice**

Special meetings of the Board of Directors may be called by the President or by 2 Directors on 3 days prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

## Section 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 of notice by him 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.

## Section 11

### **Quorum of Directors – Adjournments**

At all meetings of the Board of Directors, a majority of the Directors 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 to a meeting at which a quorum is present and any business, which might have been transacted at the meeting as originally called, may be transacted.

## Section 12

### **Managing Agent and Manager**

The Board of Directors may employ for the Condominium a managing agent or manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

## Section 13

### **Compensation**

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

## Section 14

### Borrowing

The Board of Directors may authorize the borrowing of money either on a secured or unsecured basis for Association purposes upon such terms and conditions as the Board directs.

## Section 15

### Liability of Board of Directors

The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful 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 any contract 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 any Unit Owner 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 limited to such proportion of the total liability under the contract as the Unit Owner's interest in the Commons Areas and Facilities bears to the interest of all the Unit Owners in Common Areas and Facilities. 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 there under (except as Unit Owners), and that such Unit Owner's liability there under shall be limited to such proportion of the total liability there under as his interest in the Common Areas and Facilities bears to the interest of Unit Owners in the Common Areas and Facilities. At the option of the Board of Directors, Officers and Directors Liability insurance may be obtained and shall be paid for as a common expense.

## Section 16

### 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 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 4

### Officers

#### Section 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. Upon an 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 successor shall be elected at the regular meeting of the Board of Directors or at any special meeting called for that purpose. Any 2 or more offices, except the offices of President and Secretary and President and Vice President may be held by the same person.

#### Section 2

##### President

The President shall be a member of the Board of Directors and shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties, which are usually vested in the office of president of a Wisconsin corporation including, but not limited to, the power to appoint committee members from the Unit Owners to committees established under these Bylaws.

#### Section 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 neither the President nor the Vice President is able 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 him by the Board of Directors or the President.

#### Section 4

##### Secretary

The Secretary 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 duties incident to the office of Secretary of a Stock Corporation organized under Wisconsin Business Corporation law. The Secretary shall also count all Votes cast at meetings of the members.

## Section 5

### Treasurer

The 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 monies 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 shall, in general, perform all of the duties incident of the office of Treasurer of a Stock Corporation organized under the Wisconsin Business Corporation law. He shall also be responsible for collecting all common charges and assessments made by the Association.

## Section 6

### Assistant Officers

The Board of Directors shall have the power to elect or appoint Assistant Officers to perform in the absence or disability of their primary officer and shall perform that officer's duties and any other duties assigned by the Board of Directors.

## Section 7

### 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 8

### Compensation of Officers

NO Officer shall receive any compensation from the Association for acting as an officer.

## Article 5

### Operation of the Property

## Section 1

### Determination of Common Expenses and Common Charges

The Board of Directors shall annually, and at least by the date of the annual meeting of the Association, prepare and adopt a budget for the Condominium, determine the amount of the common charges required to meet the common expenses of the Condominium, and allocate and assess such common charges against the Unit Owners on an equal per unit basis based on the Unit Owner's interest in the Condominium as described in the Declaration. The commons expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provision of Section 3 of this Article 5.

The common expenses may also include such amounts, as the Board of Directors may deem proper for the operation and maintenance of the Condominium including, without limitation, and amount of working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficiency in the common expenses for any prior year. The Board of Directors shall notify each Unit Owner in writing of the amount of common charges payable by him and shall furnish copies of each budget and assessment. The budget and assessment shall be reviewed by the Unit Owners at the annual meeting of the Association.

## Section 2

### Repair and Maintenance by Association

#### A. Association

The Association shall be responsible for the maintenance, repair, upkeep, control, and administration of all Common and Limited Common Areas in the Condominium, except for Landscaping or improvements installed by unit owners and except for any portion of a Unit located within the Common or Limited Common Areas and shall maintain such areas in a clean, attractive, and sanitary condition and in good order.

#### B. Common Expense

The expense for the maintenance and repairs of all items in Subparagraph A shall be a common expense

#### C. Limited Common Areas Access for Repairs and Maintenance

The Association, its agents, and employees, may enter Limited Common Areas, and if necessary, a Unit, at reasonable times and upon reasonable conditions when required to accomplish any maintenance, construction, or repair for which the Association is responsible. Any damage caused by any entry shall be repaired by the Association and treated as a common expense.

#### D. Unit Owner's Use of Limited Common Areas

1. No planting, landscaping or gardening shall be allowed and no fences, hedges, or walls shall be erected.
2. No hanging plants attached to the exterior of any building.
3. All plants around the porch and/or patio areas must be in pots and placed on the cement not in the grass or mulch area.
4. Upper unit owners must limit the size and number of pots they put on the deck. The Board shall have the right to determine limits.
5. Repair of damage created by any decorations shall be the responsibility of the Unit Owner.
6. American Flags may be displayed on national holidays but not permanently attached to the building.

7. It is permissible to use lawn areas for recreational purposes and/or while entertaining. However, the permanent or long-term placement of lawn furniture, lawn ornaments, grills, toys, sports equipment, etc. on the lawn or mulch areas is not permitted as it would create safety hazards and impede lawn care maintenance.
8. Placement of swing sets, playground equipment, sandboxes, tents, swimming pools, or any apparatus that would cause damage to the lawn surface is not permitted at any time.
9. One bird feeder per unit will be allowed provided:
  - i. The bird feeder is not attached to any Common or Limited Common Element.
  - ii. The Unit Owner that placed the bird feeder keeps the area clean and free of weeds from falling seeds and unwanted rodents.
  - iii. The placement of the bird feeder does not impede lawn maintenance.
  - iv. The Unit Owner that placed the bird feeder agrees to remove it should the Board of Directors determine that any of the previous rules regarding bird feeder use are not being complied with.
10. Unit Owners should never remove any landscape stock that was planted by the Association. All landscape stock removal will be done by the contracted company that takes care of landscape maintenance of the Community. Any Unit Owner that removes landscape stock will be charged for the replacement.
11. The Board shall have the right to determine if any of the decorations of Units detract from the visual attractiveness of the Condominium. Holiday decorations shall be removed within 72 hours following the Holiday with the exception of Christmas decorations, which are to be removed within one week after New Year's Day.

### Section 3

#### Insurance

##### A. Fire Insurance

The Board of Directors shall be required to obtain and maintain to the extent obtainable, property insurance containing all risk perils insuring each building and all fixtures therein (but excluding any contents and personal property of the Unit Owners; all floor coverings, including all carpeting, vinyl, and inlay areas in a Unit, shall be considered personal property of the Unit Owner) and insuring all Common and Limited Common Area and Facilities; such insurance shall name as insured's the Association and the Board of Directors, in an amount equal to the full replacement value of the insured property without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association as trustee for each of the Unit Owners in the percentage as established in the Declaration.

**B. Contents of Policies**

All Policies of physical damage insurance shall contain waivers of subrogation and waivers of and defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to all of the insured is, including all mortgagees. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors may obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the Units and all of the Common and Limited Common Areas and Facilities without deduction for depreciation for the purpose of determining the amount of fire insurance to be obtained pursuant to this Section.

**C. Liability Insurance**

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine covering the Association, each member of the Board of Directors, and the managing agent. Such public liability coverage shall also cover cross-liability claim of one insured against another. The Board of Directors shall review such limits once each year. Until the 1<sup>st</sup> meeting of the Board of Directors following the 1<sup>st</sup> annual meeting of the Unit Owners, such public Liability insurance shall be in a single limit of at least 1 Million Dollars (\$1,000,000.00) covering all claims for bodily injury, death, or property damage arises out of one occurrence.

**D. Repair or Reconstruction**

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 4, the proceeds of the insurance shall be paid to the Association to be applied to the cost thereof. If distributed not to reconstruct or repaid, then the proceeds shall be distributed to the Unit Owners of the damaged or destroyed buildings where the Units are located, and their mortgagees, if any, as their respective interest may appear.

**E. Directors Liability Insurance**

The Board of Directors may, at its option, purchase such Officers and Directors' liability insurance, worker's compensation insurance, and other insurance as may be reasonable and appropriate for the protection of the Association and its members.

**F. Owner's Insurance**

Unit Owners or their mortgagee shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, and that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

## Section 4

### Destruction and Reconstruction

#### A. Rebuilding

In the event of a partial or total destruction of a Unit or Units in the Condominium, the Unit or Units shall be rebuilt and repaired as soon as practicable by the Association or at the Board of Directors option by the individual Unit Owner. Such repair or replacement shall be substantially to the same design, plan, and specifications as originally built unless, within 90 days of the date of the damage or destruction, the Association by unanimous vote of all of the Unit Owners agrees not to rebuild or repair. On reconstruction, the design, plan, and specifications of any building or Unit may vary from that of the original only upon the prior written approval of the Board of Directors provided, however, that the number of square feet of ground covered by any Unit may not vary materially from the number of square feet of ground covered by such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. All reconstruction shall comply with all building codes and other regulations or restrictions, which are in effect at the time of reconstruction.

#### B. Proceeds of Insurance

The proceeds of any insurance collected from any damage or destruction shall be available to the party repairing or reconstructing for the purpose of repair or reconstruction as provided in Section 3. In the event that the proceeds of any insurance collected are insufficient to pay the costs of repair or reconstruction of the Unit, the Association shall have the right to assess the owner for any deficit between the costs of repair or reconstruction of the Owner's damaged Unit and the proceeds of the insurance received because of the damage or destruction. In the event the proceeds of insurance are insufficient to pay the cost of repair or replacement of any damage to the Common Areas or Limited Common Areas thereon, all owners within the Condominium shall be assessed for any deficit between the costs of repair or replacement and the insurance proceeds.

## Section 5

### Condemnation

#### A. Payment

In the event of a taking in condemnation or by eminent domain (or of a conveyance in lieu of such taking) of all or part of the Condominium, the award or consideration for such taking shall be payable to the Board of Directors.

#### B. Vote to Rebuild

The Condominium shall be rebuilt or reconstructed unless the Association by unanimous vote of all Unit Owners within 90 days of such taking (or conveyance in lieu thereof) shall determine not to repair, reconstruct, or sell the Property.

**C. Rebuild**

If the Association determines to repair or reconstruct, the Board of Directors shall affect such repair or reconstruction in accordance with Paragraph A in Section 4 of Article 5 of these Bylaws.

**D. Proceeds**

If the Association, within 90 days after such taking, makes a determination not to repair or reconstruct, the Condominium shall be deemed to be owned in common by the Unit Owners in the same percentages as previously owned by each Unit Owner in the Common Areas and be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of such award, shall be divided by the Board of Directors among all the Unit Owners in proportion to their respective interests in common, after first paying out of the share of each Unit Owner, to the extent sufficient for the purpose, all liens on the undivided interest in the Condominium owned by each Unit Owner. Awards paid to the Board of Directors on the account of the taking of all or a part of an individual Unit shall be paid to the Unit Owner in the event the Unit is not rebuilt or reconstructed.

**Section 6****Payment of Common Charges****A. Charges**

All Unit Owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times as the Board of Directors shall determine. A late charge of \$20.00 (Twenty Dollars) may be imposed by the Board of Directors against a Unit Owner if any balance in common charges remain unpaid by the tenth day of the month when due.

**B. Charges After Sale**

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer, or other conveyance by him thereof, but shall remain personally liable for all charges assessed against such Unit prior to the acquisition by him of such Unit, except that if the Board of Directors or the manager furnishes a statement pursuant to the Wisconsin Unit Ownership Act, the liability shall be limited to the amount set forth in the statement.

**C. Charges Must be Paid**

Each Unit Owner shall be obligated to pay common charges hereunder notwithstanding the fact that he may have a pending dispute with the Association on any matter.

## Section 7

### **Collection of Assessments**

The Board of Directors shall assess common charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect from a Unit Owner any common charge due which remains unpaid for more than 30 days from the due date for its payment.

## Section 8

### **Default in Payment of Common Charges**

In the event of default by any Unit Owner in paying to the Board of Directors the assessed common charges, the Unit Owner shall be obligated to pay interest at 12% per year on the unpaid common charges from the due date, together with all expenses including late payment fees and attorneys fees incurred by the Board of Directors in any proceeding brought to collect the unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover the unpaid common charges, together with interest, and the expenses of the proceedings including attorney's fees, in an action brought against such Unit Owner, or by foreclosure of the lien on the Owner's Unit granted by the Wisconsin Unit Ownership Act.

## Section 9

### **Foreclosure of Liens for Unpaid Common Charges**

In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the Association is such foreclosure action shall be entitled to the appointment of a receiver to collect the rental. The Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes belonging to the Unit, or may convey its interest in the Unit. A judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the payment.

## Section 10

### **Statement of Common Charges**

The Board of Directors shall promptly provide any Unit Owner who makes a request in writing with a written statement of his unpaid common charges.

## Section 11

### **Abatement and Enjoining of Violations**

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, 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, to enter the Unit in which such violation or breach exists upon reasonable prior notice to the Unit Owner

and after having given the Unit Owner an opportunity to meet with the Board of Directors, and to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist in the Unit contrary to the intent and meaning of the provisions of these Bylaws or any rules and regulations adopted by the Board of Directors. The Board of Directors shall not thereby be deemed guilty in any manner of trespass. The Board of Directors in its discretion may elect to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings. All expenses incurred by the Board of Directors (including any attorney's fees) in abating or removing such violation or breach shall be paid by the Unit Owner and shall constitute a lien upon the Unit, which may be enforced as provided in Section 8.

## Section 12

### **Unit Owner's Maintenance and Repair**

The Unit Owner is responsible for the repair and maintenance of his or her Unit. The Board of Directors may, but is not required to, perform all or any part of the repairs and maintenance to a Unit and the costs of such repairs and maintenance shall be assessed to the Unit Owner or Owners. The Board of Directors shall have the right to determine when and what repairs must be made to a Unit. Any repairs and maintenance performed by a Unit Owner must have prior written approval from the Board of Directors.

## Section 13

### **Use of Property**

In order to provide for congenial occupancy of the Condominium and for the protection of the values of the Units, the use of each Unit shall be subject to the following limitations:

- A. The Unit shall be used for residential purposes only
- B. The Common and Limited Common Area and Facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units
- C. No nuisances shall be allowed in the Condominium nor shall any use or practices be allowed which is a source of annoyance to its residents or which interfere with the peaceful possession or proper use of the Condominium by its residents including pet ownership
- D. No immoral, improper, offensive, or unlawful use shall be made of the Condominium, and everyone shall comply with all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium. Such compliance shall be accomplished at the sole expense of the Unit Owners or the Association, whichever shall have the obligation to maintain or repair the affected portion of the Condominium

- E. No noxious or offensive activity shall be carried on in any Unit or in the Common and Limited Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others
- F. No Animals may be kept in any Unit except with written permission of the Board of Directors:
  - 1. No large dogs will be permitted
  - 2. No dog of a breed that will weigh more than 25 pounds at full growth
  - 3. No dogs of the following breeds may be kept in any Unit: Pit Bulls, Rottweiler's, Doberman Pinschers, or any mix of such breeds
  - 4. No more than 1 dog or 2 cats may be kept in any Unit
  - 5. No pets in rental Units
  - 6. Dogs must be leashed and under owner control at all times
  - 7. Pet waste must be picked up immediately
  - 8. Dogs may not be leashed to trees in Common Areas or to posts on porches at any time
  - 9. Damage to Common Areas, including grass, trees, and shrubs will be repaired by the Association and billed to the Unit Owner
- G. Nothing shall be done or kept in any Unit or in the Common or Limited Common Areas, which will increase the rate of insurance on the Condominium without the prior consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common and Limited Common Areas which will result in the cancellation of insurance on any Unit or any part of the Condominium
- H. No sign of any kind shall be displayed to the public view on or from any Unit or the Common and Limited Common Areas without the prior consent of the Board of Directors; not limited to real estate signage with the dimensions of maximum size of 24" x 24" and supports no larger than  $\frac{1}{2}$ " in diameter. Wooden posts or beams type signs are prohibited.
- I. Nothing shall be altered or constructed in or removed from the Common Area or Limited Common Areas and Facilities, except upon the written consent of the Board of Directors
- J. All units are required to be owner occupied Effective November 15, 2010,
  - 1. No residential unit owner shall rent, lease or otherwise so demise any residential unit or any part therein. Owners shall not permit the use of said unit by any party other than owner or owner's immediate family member.

- a. The legal definition of immediate family is as follows: spouse, parents, grandparents, children, grandchildren, brother, sister, mother in-law, father in-law, brother in-law, sister in-law, daughter in-law and son in-law.
2. An owner's observance of and performance under a rental agreement, lease, or other instrument granting occupancy in a residential unit in effect as of November 15, 2010, shall not be in violation of this subparagraph. When the existing tenants vacate their respective units, said units shall become owner occupied under this subparagraph, irrespective of the effective date of the rental agreement, lease, or other instrument granting occupancy in a residential unit.

K. The storage, use and parking of motor vehicles within the condominium area shall be subject to the rules and regulations set forth by the Board of Directors. The garage for each unit shall not be used for storage so as to prevent the unit owner from keeping two motor vehicles inside the garage with the garage door closed. It is prohibited for unit owners, tenants, and guests to:

1. Park on any grass or mulch area
2. Block access to your neighbor's garage, front porch or sidewalk
3. Park anywhere on the West side of the street
4. Park around the outside of the cul-de-sac
5. Block mailboxes or driveways on the East side of the street
6. Park in such a location as to restrict entrance to the complex or entrance to the cul-de-sac

The paved area between the buildings is to remain free for ease of backing vehicles out of the garage and for access to load and unload vehicles. All residents must park their vehicles in the garage with the garage door closed or in the overflow parking lot at the North end of the complex.

Any parking violations shall be addressed in the following manner:

1. First violation shall result in a letter informing the unit owner of the by-law
2. Second violation shall result in a letter of warning from the board of directors to the unit owner
3. Third and any subsequent violations shall result in a \$50 fine for each violation being assessed against the unit owner

#### Snow Emergency

When there are two or more inches of snow within the complex a 24 hour, Snow Emergency is enforced. A Snow Emergency indicates the road, driveways, and overflow-parking area must be cleared of all vehicles so that the plowing company can clear snow from all areas. Vehicles that remain parked in these areas during the Snow Emergency will be plowed in. If the plowing company has to return due to a parked vehicle, the extra charge will be assessed to the unit owner.

- L. The use of the Common Areas within the Condominium shall be subject to rules and regulations as set by the Board of Directors from time to time
- M. A Unit Owner shall be liable for all acts of negligence or breaches of the Declaration or Bylaws either by the Owner or any guest, tenant, or invitees
- N. All garbage cans or other waste receptacles shall be kept in the interior of any Unit
- O. No clothes lines or other similar devices shall be installed or used on the exterior premises
- P. No installation of exterior television or radio antennas or satellite dishes larger than 18" in diameter shall be permitted, unless approved by the Board of Directors.

## Section 14

### 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, the Common Areas, and Limited Common Areas 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 contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the Condominium by persons entitled to use it. The Association member, their lessees or guest, and any occupants of the Units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association though it's Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. Copies of all rules and regulations adopted by the Board of Directors shall be furnished to all Unit Owners prior to their effective dates.

## Section 15

### Additions, Alterations, or Improvements by Unit Owners

No Unit Owner shall make any structural addition, alteration, or improvement in or to the exterior of his Unit, nor affix anything to the exterior of his Unit nor erect or construct anything in the Limited Common Area assigned to his Unit without the prior written consent of the Board of Directors. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any Unit shall be approved by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor, or material man 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 the Section 16 shall not apply to Units owned by the Declarant until such Units shall have been initially sold by the Declarant and payment made. Every Unit Owner shall have the right to decorate the Limited Common Area located at the rear of his Unit in a nonstructural manner provided that decorations, which are

visible to other Units or to the public, shall have the prior written approval of the Board of Directors.

## Section 16

### **Suspension in Voting**

The Board of Directors may, in its discretion, suspend the voting right of any Unit Owner who fails to pay assessments when due, or is otherwise in breach of any terms of the Declaration, these Bylaws, or any rules and regulations adopted by the Board of Directors pursuant to these Bylaws.

## Section 17

### **Separation of Units, Joiner of Units, Alteration of Unit Boundaries**

No Unit within the Condominium shall be separated into 2 or more Units, or joined with any other Unit or Units, nor shall any Unit boundary or boundaries of Limited Common Areas be altered, without the consent of the Board of Directors.

## **Article 6**

### **Monthly Assessment**

Each Unit Owner shall be assessed an amount to be paid monthly to pay for the expenses incurred by the Association. This amount shall vary from year to year based upon the operating budget adopted by the Association.

## **Article 7**

### **Mortgages**

## Section 1

### **Mortgage of Units**

Each Unit may be separately mortgaged. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee.

## Section 2

### **Notice of Unpaid Common Charges**

The Board of Directors shall promptly report to the mortgagee any unpaid common charges or other default by the Owner of the mortgaged Unit.

## Section 3

### **Examination of Books**

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

## Section 4

### Unpaid Common Expenses

Unpaid Common Expenses assessed against a Unit are a joint and several liabilities of grantor and grantee in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency is recorded. A first mortgagee acquiring a Unit by foreclosure or other remedies under its mortgage is not liable for Common Expenses assessed to the Unit prior to its acquisition of the Unit.

## Article 8

### Records

The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meeting of the Unit Owners, and financial records and books of account of the Condominium. A written report summarizing all receipts and expenditures of the Condominium shall be given by the Board of Directors to all Unit Owners at least quarterly. In addition, an annual report of the receipts and expenditures of the Condominium shall be given by the Board of Directors to all Unit Owners, and to all mortgagees of Units who have requested it, within a reasonable time after the end of each fiscal year.

## Article 9

### General

## Section 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.

## Section 2

### Seal

There shall be no seal for the Association

## Article 10

### Amendments

## Section 1

### By Members

These Bylaws and the Articles of Incorporation may be altered; amended, or repealed and new Bylaws or Articles may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of 75% of all Unit Owners entitled to vote.

## Section 2

### **By Directors**

These Bylaws and the Articles of Incorporation may also be altered; amended, or repealed and new Bylaws or Articles may be adopted by the Board of Directors by an affirmative vote of a majority of the Directors present at any meeting at which a quorum is in attendance. No Bylaw or Article adopted by the members of the Association shall be amended or repealed by the Board of Directors if the Bylaws so adopted so provides.

## Section 3

### **Right of Declarant**

No amendment of these Bylaws or the Declaration shall alter or abrogate the rights of Declarant as contained in these Bylaws or in the Articles or in the Declaration.

## **Article 11**

### **Miscellaneous**

## Section 1

### **Notices**

All notices to the Board of Directors shall be sent by mail or e-mail to the office of the Board of Directors or to such other address as the Board of Directors may designate from time to time. All notices to any Unit Owner shall be sent by mail or e-mail to such address as may have been designated by him from time to time in writing to the Board of Directors. All notices to mortgagees of Units shall be sent by mail or e-mail to their respective addresses as designated by them from time to time in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

## Section 2

### **Record of Ownership**

Every Unit Owner shall promptly record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of the title thereto, and shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

## Section 3

### **Indemnity of Officers and Directors**

- A. 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 attorney's 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 make 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 as such Director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action 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.

B. All liability, loss, damage, costs, and expenses incurred or suffered by the Association by reason or arising out of or 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 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 under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles and Bylaws of the Association, as a member of the Association, or owner of a condominium Unit.

#### Section 4

##### Invalidity

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

#### Section 5

##### 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 6

##### 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 7

### **Waiver**

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

## **Article 12**

### **Conflicts**

These Bylaws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case any of these Bylaws conflict with the provisions of such Act or of the Declaration, or the Articles of Incorporations of the Association, the provisions of such Act, the Declaration, or the Articles, as the case may be, shall control; and in case of any conflict between the provisions of the Act and the Declaration as relates to these Bylaws or otherwise the provisions of the act shall control.

**AMENDMENT #1 TO  
BYLAWS OF  
CROSS POINTE CONDOMINIUMS ASSOCIATION INC.**

The Board of Directors of Cross Pointe Condominiums Association Inc., pursuant to Section 2, Article 10, of the Bylaws, hereby amend the Bylaws by this Amendment #1, as follows:

1. Section 3.A. of Article 5 of the Bylaws shall be restated in its entirety, as follows:

A. Fire and Casualty Insurance. The Board of Directors shall be required to obtain and maintain to the extent obtainable property insurance containing all risk perils, insuring each building and all fixtures therein (but excluding any contents and personal property of the unit owners) and insuring all common and limited common areas and facilities. Such insurance shall insure the repair and replacement of all flooring and floor covering of each Unit for damage or destruction caused by insured perils as provided in such insurance policies. Such insurance shall name as insureds the Association and the Board of Directors in an amount equal to the full replacement value of the insured property without deduction for depreciation (except carpeting and other floor coverings may have deductions for depreciation), all as provided in the insurance policies. Each policy shall provide that proceeds shall be payable to the Association as trustee for each of the unit owners in the percentage as established in the Declaration.

2. In all other respects, all of the provisions of the Bylaws shall remain in full force and effect.

This Amendment #1 is hereby adopted by the Board of Directors of the Cross Pointe Condominiums Association Inc. on May 14, 2004.

  
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President

  
\_\_\_\_\_  
Secretary