

**ARTICLES OF INCORPORATION  
OF  
EDELWEISS RIDGE CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.**

The undersigned incorporator of a corporation organized under the Wisconsin Non-Stock Corporation Law contained in Chapter 181 of the Wisconsin Statutes hereby adopts the following Articles of Incorporation.

**ARTICLE I**

**NAME**

The name of this corporation is the Edelweiss Ridge Condominium Unit Owners Association, Inc. (hereafter "Association").

**ARTICLE II**

**PERIOD OF EXISTENCE**

The Association shall have perpetual existence unless dissolved pursuant to provisions of the Wisconsin Statutes then in effect.

**ARTICLE III**

**PURPOSES**

The purpose shall be: (i) to manage and operate the property owned by the "Unit Owners" in the Edelweiss Ridge Condominium as defined in and as provided for in the Condominium Declaration for the Edelweiss Ridge Condominium as recorded in the Office of the Register of Deeds for Green County Wisconsin; and (ii) to engage in any activity allowed in the Condominium Declaration and in Chapter 703 of the Wisconsin Statutes (2005-2006), as amended; provided however, such activity shall also be authorized under the Wisconsin Non-Stock Corporation.

## ARTICLE IV

### POWERS

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, the Declaration, or Bylaws, including without limitation, the following:

(a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;

(b) To hire, engage, employ or discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;

(d) To determine, levy and collect assessments against the Unit Owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the Unit Owners, and act as agent of the Unit Owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the Bylaws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

## ARTICLE V

### MEMBERSHIP

All owners of units at the Edelweiss Ridge Condominium shall be entitled and required to be members of the Association, and membership shall at all times consist exclusively of and be limited to such Unit Owners. The Association shall have one class of membership. The voting rights of the member of the Association shall be as set forth in the Declaration of Condominium as recorded in the Office of the Register of Deeds for Green County Wisconsin and the By-laws of the Association.

## ARTICLE VI

### BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. The number, qualifications, manner of election, term and removal of Directors shall be prescribed by the By-laws; provided, however, at no time shall the number of directors authorized be less than three (3).

## ARTICLE VII

### PRINCIPAL OFFICE AND REGISTERED AGENT/REGISTERED OFFICE ADDRESS

The initial location of the principal and registered office of the Association is located in Dane County, Wisconsin, at 2583 Sandrock Road, Mount Horeb, WI 53572. The initial registered agent of the Association is Robert Darrow, Jr. The Board of Directors may by resolution change the principal and registered offices and registered agent of the Association, such change to be filed as required with the Wisconsin Department of Financial Institutions.

ARTICLE VIII

INCORPORATOR

The name and business address of the incorporator is Ronald M. Trachtenberg, Esq., 33 East Main Street, Suite 500, Madison, Wisconsin 53703.

ARTICLE IX

DISTRIBUTION OF NET EARNINGS

No part of the net earnings of this Association shall inure to the benefit of or be distributable to any individual; provided, however, the Association shall be authorized and empowered to pay reasonable compensation for services rendered, to make payments and distributions in furtherance of its purposes, and to rebate excess assessments.

ARTICLE X

AMENDMENTS

These Articles may be amended or repealed and new Articles may be adopted at any meeting of the members by a three-fourths (3/4) affirmative vote of the total membership; provided, however, that text of any such proposed change shall have been included in the notice of the meeting. Any amendment to these Articles of Incorporation, including this article, or the By-laws that alters or abrogates the rights and powers of the Declarant (as defined in the Declaration, including such successors and assigns to the Declarant as provided for in the Declaration) shall be null and void and of no force or effect unless it is approved in writing by the Declarant.

IN WITNESS WHEREOF, the aforesaid incorporator has executed the foregoing Articles of Incorporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

[NO CORPORATE SEAL]

\_\_\_\_\_  
Ronald M. Trachtenberg (SEAL)

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, the above named Ronald M. Trachtenberg, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged the same.

\_\_\_\_\_  
Susan R. Pecore  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This instrument drafted by:  
Attorney Ronald M. Trachtenberg  
Murphy Desmond S.C.  
33 East Main Street, Suite 500  
Post Office Box 2038  
Madison, WI 53701-2038

**BYLAWS OF**  
**EDELWEISS RIDGE CONDOMINIUM**  
**UNIT OWNERS ASSOCIATION, INC.**

**PREAMBLE**

The provisions of this instrument are adopted as the Bylaws of the Edelweiss Ridge Condominium Unit Owners Association, Inc. which is formed and organized to serve as an association of Unit Owners who own real estate and improvements under the condominium form of use and ownership, as provided for in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, and are subject to the terms and conditions of the Declaration of Condominium of Edelweiss Ridge Condominium (hereinafter "Declaration") as recorded in the office of the Register of Deeds in Green County, Wisconsin.

**ARTICLE I**

**NAME AND ADDRESS**

**1.01. Name; Purpose.** The name of the corporation shall be the Edelweiss Ridge Condominium Unit Owners Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

**1.02. Address.** The principal office of the Association shall be located 2583 Sandrock Road, Mount Horeb, WI 53572, or such other address as determined by the Board of Directors of the Association. This address shall also be the mailing address of the Association.

**1.03. Binding Effect.** These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

**1.04. Capitalized Terms.** Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Edelweiss Ridge Condominium (the "Condominium") executed by Robert Darrow, Jr. (the "Declarant") and recorded in the office of the Green County Register of Deeds (the "Declaration").

## ARTICLE II

### MEMBERSHIP/VOTING RIGHTS

**2.01. Membership/Voting rights.** The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Each Unit shall have associated with it one vote. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association, although the voting rights associated with a Unit may be assigned to the land contract vendor(s) and/or mortgagee(s) as further loan security on the Unit. Until the secretary of the Association is notified in writing by the land contractor vendor or mortgagee that the land contract vendor or mortgagee has assumed the voting rights associated with a Unit, said voting rights shall remain with the Unit Owner(s). Units owned by other than a natural person shall designate one or more entity representatives as the authorized entity official for purposes of casting the Unit vote(s).

**2.02. Commencement and Termination.** Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to his or her personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

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

**2.04. Membership Certificates.** Membership certificates shall not be issued.

**2.05. Membership List.** The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of his or her Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages his or her Unit or any interest therein or enters into a land contract with respect to his or her Unit shall notify the secretary of the Association of the name and mailing address of his or her Mortgagee and shall also

notify the secretary of the Association when such mortgage has been released or such land contract has been fulfilled, and the secretary of the Association shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

**2.06. Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

**2.07. Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

**2.08. Quorum.** Unit Owners or their proxies holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business; except at any adjourned meeting where such adjournment was the result of their not being a quorum at the original meeting, Unit Owners or their proxies holding forty (40%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum.

**2.09. Vote Required to Transact Business.** When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

**2.10. Proxies.** All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

**2.11. Voting Designations of Multiple Unit Owners.** There shall be one (1) indivisible vote per unit. If the Unit Owners are not in agreement on the casting of a vote on a specific item, then no vote may be cast on behalf of that Unit on that specific item. Unless there is filed with the secretary of the Association an object to proxy prior to any vote or prior to any consent in lieu of a vote, or voice objection at the time of a vote, it shall be irrefutably presumed that each Unit Owner has the proxy on behalf of all Owners of the Unit to cast such vote/give such consent.

## ARTICLE III

### MEETINGS OF MEMBERS

**3.01. Place.** All meetings of the Unit Owners shall be held at a place in Green County, Wisconsin, that shall be stated in the notice of the meeting. The place of the meeting shall be designated by the Board of Directors or by the Unit Owners calling said meeting.

**3.02. Annual Meetings.** The first annual meeting of the Unit Owners shall be held as soon as practical after the Declarant has ceased to control the Association as provided in Section 14.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held each succeeding year as determined by the Board of Directors. The Board of Directors may reschedule the first and subsequent annual meetings by no more than thirty (30) days prior to or after the annual meeting as herein scheduled.

**3.03. Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called by the president of the Association upon request of the Board of Directors or the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

**3.04. Notice of Meetings.** No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days but not more than sixty (60) days written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Notice shall be deemed given upon such mailing. If notice is given as herein provided, the failure of any Member to receive actual notice shall not invalidate the meeting or any action taken at such meeting. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting. The presence of any Owner, in person or by proxy, of a Unit at the meeting shall be deemed a waiver of such notice of such meeting unless the Owner or Owner's proxy objects at the opening of the meeting. Upon written request to the secretary of the Association, the

holder of any recorded security interest in any Unit shall be entitled to any notice permitted or required to be given from the date of receipt of such request until such request is withdrawn or such security interest is discharged of record. Notice shall be given to all holders of recorded security interests of proposed amendments to the Declaration.

**3.05. Adjourned Meetings.** Any meeting of the Members may be adjourned from time to time and to such place and time as may be determined by a majority vote of the Units represented, whether a quorum is present or not. No further announcement of the time or place of the adjourned meeting shall be required. At such adjourned meeting, provided that a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

**3.06. Duties of Officers at Meetings.** The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president of the Association shall preside. The secretary of the Association or, in the absence of the secretary of the Association, such assistant secretary of the meeting as may be appointed shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary or appointed assistant secretary.

**3.07. Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

**3.08. Action Without a Meeting by Written Consent.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one

percent (51%) of the total number of votes in the Association. At least ten (10) days notice to all Unit Owners shall be given of the intent to circulate the request for such written consent.

**3.09. Action Without a Meeting by Written Ballot.** Upon written consent being granted as provided in section 3.08 above, any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

## ARTICLE IV

### BOARD OF DIRECTORS

**4.01. Number and Membership in Association.** The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 8.05 of the Declaration to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 8.05 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 8.04 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

**4.02. Term of Office.** The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 8.05 of the Declaration to purchasers. Prior to the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 8.05 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors, said director to serve for a one (1) year term and to be elected annually. The Declarant shall elect the remaining three directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 8.05 of the Declaration to purchasers and shall serve, subject to the annual election as set forth above, until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 8.05 of the Declaration to purchasers. Prior to the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 8.05 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors, said director to serve for a one (1) year term and to be elected annually. The Declarant shall elect the remaining two directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 8.05 of the Declaration to purchasers and shall serve, subject to the annual election as set forth above, until the next election upon expiration of the period of Declarant control as provided in Section 8.04 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. At the time of the first annual meeting of the Unit Owners as provided in Section 3.02, the Unit Owners shall elect three (3) directors. As determined by lottery after the election, one (1) director shall serve one (1) year, one director shall serve two (2) years, and one (1) director shall serve three (3) years, or until his or her successor shall be elected. Thereafter, each director shall take office at the annual meeting and shall serve for a term of three (3) years or until his or her successor shall be elected.

**4.03. Election of Directors.** One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary of the Association. Further nominations may be made at the annual meeting. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of

nominees equals the number of directors to be elected, the nominees shall automatically become the new directors by acclamation. If the number of nominees exceeds the number of directors to be elected, the secretary of the Association shall conduct an election by written ballot at the annual meeting. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes, even if not a majority, shall be elected as directors and shall take office at the annual meeting.

**4.04. Vacancy and Replacement.** If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a regular or special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present 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 director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 8.04 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

**4.05. Removal.** Prior to the expiration of the period of Declarant control as described in Section 8.04 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

**4.06. Compensation.** No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of his or her duties as a director.

## ARTICLE V

### MEETINGS OF THE BOARD OF DIRECTORS

**5.01. Regular Meetings.** Until the expiration of Declarant control as described in Section 8.04 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Thursday of November at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting. All such meetings shall be open to Unit Owners.

**5.02. Special Meetings.** Special meetings of the Board of Directors may be called at any time by the president of the Association and shall be called by the president or secretary of the Association at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the subjects stated in the notice of such meeting. All such meetings shall be open to Unit Owners.

**5.03. Notice of Special Meetings.** No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary of the Association to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

**5.04. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

**5.05. Order of Business.** The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

**5.06. Action Without a Meeting by Written Consent.** Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all of the directors then in office.

## ARTICLE VI

### POWERS AND DUTIES OF BOARD OF DIRECTORS

**6.01. Powers and Duties.** All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Subject to section 9.02 of these Bylaws, adopt budgets for revenues, expenditures, and reserves;

(b) As provided for in sections 9.03 and 9.04 of these Bylaws, levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

- (j) Approve or disapprove Unit leases as provided for in the Declaration;
- (k) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (l) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-six and 2/3 percent (66 2/3%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors for a period of at least two (2) years; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;
- (m) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;
- (n) Grant or deny such architectural approvals as provided for in the Declaration.
- (o) Keep all of the books and records and prepare accurate reports of all transactions of the Association;
- (p) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;
- (q) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(r) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(s) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

**6.02. Manager.** The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

**7.01. Officers.** The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

**7.02. Election of Officers.** The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

**7.03. Term.** Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

**7.04. Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period

specified by the Board of Directors which shall not exceed one (1) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

**7.05. Resignation and Removal.** Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

**7.06. Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

**7.07. Duties.** Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

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

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium

Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

**7.08. Compensation.** No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of the duties of such officer.

**7.09. Fidelity Bonds.** Pursuant to Section 10.03 of the Declaration, the Board of Directors shall require that any officers, agents, or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

## ARTICLE VIII

### BOOKS AND RECORDS

**8.01. Inspection.** The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee (including holder, insurer or guarantor), or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

**8.02. Audits.** The accounts and records of the Association shall be audited as deemed necessary by the board of directors or upon the request of the owners of a majority of the Units owners. The audit shall be done by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense. Any Mortgagee (including holder, insurer or guarantor) may have the accounts and records of the Association audited at said Mortgagee's expense.

## ARTICLE IX

### BUDGET, ASSESSMENT, AND ANNUAL REPORT

**9.01. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

**9.02. Budget.** Throughout the period of Declarant control as described in Section 8.04 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association, including General and Special Assessments, at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 8.04 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. (If the Unit Owners fail to adopt a budget, the prior years budget shall continue until the new budget is adopted.) The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

**9.03. Levying and Payment of General Assessments.** Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 3.01 of the Declaration. On or before the last day of December of each year, the secretary of the Association shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to

each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

**9.04. Special Assessments.** Subject to approval as part of the annual budget, special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

**9.05. Association Remedies upon Nonpayment of Assessments.** Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall accrue a late payment fee as specified in the Association Rules and Regulations for each thirty (30) day period it is late. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. A delinquent Unit Owner shall further be liable for all costs of collection, including reasonable and necessary attorneys' fees and costs. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

**9.06. Annual Report.** Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

**9.07. Statutory Reserve Account.** If the Association adopts a Statutory Reserve Account, all funds collected to fund a statutory reserve account as described in section 9.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

## **ARTICLE X**

### **USE**

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

## **ARTICLE XI**

### **ENFORCEMENT OF CONDOMINIUM DOCUMENTS**

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association, and shall be entitled to recover costs and actual attorneys' fees if such Unit Owner is the prevailing party.

## ARTICLE XII

### LIABILITY AND INDEMNITY

#### 12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

#### 12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

**12.03. Determination of Right to Indemnification.** Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 13.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

**12.04. Allowance of Expenses as Incurred.** Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

**12.05. Partial Indemnification.**

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with

any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

**12.06. Indemnification of Employees and Agents.** The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

**12.07. Limited Liability of Directors and Officers.**

(a) Except as provided in subsection 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

**12.08. Severability of Provisions.** The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

**12.09. Nonexclusivity of Rights.** The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

**12.10. Purchase of Insurance.** The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

**12.11. Benefit.** The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**12.12. Amendment.** No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

### **ARTICLE XIII**

#### **GENERAL PROVISIONS**

**13.01. Seal.** The Association shall not have a corporate seal.

**13.02. Interpretation.** These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

**13.03. Notices.** Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

**13.04. Conflicts.** These Bylaws are subordinate to and subject to all the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, and the Declaration and the Articles of Incorporation of the Condominium.

**13.05 Nature of Bylaws.** These Bylaws shall be covenants running with the land and shall be binding upon the Unit Owners and their successors and assigns in interest.

### **ARTICLE XIV**

#### **AMENDMENT**

These Bylaws may be amended only with the assent of at least sixty-six and 2/3 percent (66 2/3%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article XV of the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

These Bylaws are adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, and, together with the Articles of Incorporation, shall be the governing instrument of the Association unless otherwise revoked or amended.

**EDELWEISS RIDGE CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.**

**ADMINISTRATIVE RULES AND REGULATIONS**

The following administrative rules and regulations are adopted by Edelweiss Ridge Condominium Unit Owners Association, Inc. (hereinafter "Association") for the purpose of assuring that the condominium shall be operated in an efficient and orderly manner so as to create a pleasant living environment for all condominium Unit Owners. In furtherance of this purpose, all Unit Owners shall have an affirmative duty to maintain all property of the condominium in a neat and orderly condition and shall abide by the following rules and regulations that may be amended by the Association:

Section I. General Rules

Under the broad guidelines and authority of the Declaration and By-Laws, the following rules and regulations apply to the use of the Condominium:

1. No one shall bring to or maintain at the Condominium any product or material, or engage in any activity at the Condominium, which is dangerous or harmful to person or property, would increase insurance rates on the condominium property, which is offensive, which constitutes a nuisance or unreasonably interferes with the use and enjoyment of the Condominium by others, or which conflicts with the proper exercise of the control and authority vested in the Association, its Board of Directors, and other Unit Owners and residents.
2. No one shall use any part of the Condominium or any facility provided by it for any purpose other than that for which it was designed.
3. There shall be no solicitation for the sale of goods or services or for donations at the Condominium unless approval has been given by the Association's Board of Directors.

Section II. Late Payment of General or Special Assessments

Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall accrue a late payment fee as specified in Exhibit A of these Association Rules and Regulations for each thirty (30) day period it is late.

### Section III. Units, Limited Common Elements

1. All Units, whether occupied or vacant, shall be heated to a minimum of 60°F during winter months.
2. Any use shall not damage or interfere with the operation of the common structural or mechanical elements.
3. Except as permitted pursuant to Section 6.03 of the Declaration, no sign (including signs advertising home occupations), symbol, antenna, awning, shutter, outside light, air conditioning or other machine, cable or wiring, or similar item may be set on or attached to any Unit or Common Element or visible from outside the Unit without the approval of the Association's Board of Directors. Nothing shall be projected out of any window without such consent.
4. The Association shall have the right of access to any Unit to make emergency repairs necessary to protect the Common Elements or other Units.
5. Unit Decks
  - a. Owners have the exclusive right to use the decks or patios, same being part of their unit, including the placement of normal patio-type furniture.
  - b. Owners are obligated to clean, maintain and repair the decks and patios.
  - c. Alterations, changes or additions and permanently affixing items to the decks or patios, being changes to the exterior of the Unit, are forbidden without specific written approval by the Board of Directors.
  - d. Drying or hanging items from the decks is prohibited. Dropping or throwing anything from the decks, except for snow, is prohibited.
7. The hanging of garments, rugs, and similar articles from the windows or from any other facades of the condominium property shall not be allowed. No exterior clotheslines shall be permitted.
8. Unit Owners shall exercise extreme care in using musical instruments, radios, televisions, and amplifiers, and in their general conduct, so as not to disturb other Unit Owners and residents.
9. All Units shall be occupied and used by their respective Owners only as private dwellings for such Owners, and for their families, tenants, and social

guests, and for no other purpose whatsoever except for Home Occupation as that term or similar term is defined in the County of Green zoning ordinances.

10. Except as provided in Section 6.02 of the Declaration, no portion of a Unit other than the entire Unit may be leased or rented, and no Unit may be leased or rented for hotel or transient purposes. All leases must be in writing, with a copy supplied to the Association. All leases shall be for an initial term of not less than six (6) months nor longer than one year and shall be in compliance with the terms and provisions set forth in the Declaration for Edelweiss Ridge Condominium.
11. Each Unit Owner shall promptly perform or shall have promptly performed all maintenance and repair work within his or her own Unit which work, if omitted, would adversely affect any Common Elements or Limited Common Elements, any portion of the condominium property belonging to other Unit Owners, or the condominium property as a whole, and each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.
12. The garage doors shall remain closed at all times except for ingress and egress purposes.
13. All Unit Owners shall collect all Unit trash and recyclables and deposit same at the right of way curb as required by \_\_\_\_\_.

#### Section IV. Common Elements

1. No use shall damage or interfere with the operation or maintenance of the Common Elements or unreasonably interfere with owners' permitted use of them.
2. The Common Elements, to include but not be limited to, the sidewalks, entrances, passageways, and driveways shall not be obstructed or encumbered or used for any purpose other than their normal accepted use. Personal property items, to include but not be limited to, bicycles, tools, and toys which are not in use shall not be allowed on the Common Elements and Limited Common Elements during the evening hours, specifically after sunset and before sunrise; provided, however, this prohibition shall not apply to well-maintained lawn furniture and portable barbecue grills placed on the patios. All not fixed personal property shall be removed from the Common Elements as necessary for lawn, shrub and tree maintenance and for snow removal.

3. All damage to Common Elements or Limited Common Elements caused by the moving or carrying of articles thereon or caused by any other action shall be the responsibility of, and shall be paid for by, the Owner or person causing such damage.
4. Unit Owners shall be prohibited from discarding any dirt or materials into the Common Elements and Limited Common Elements.

#### Section V. Vehicles, Parking, Driveways and Walks

1. Unit Owners shall not park, nor shall they permit their families, guests, or tenants to park, in the parking areas of other Unit Owners, in drive aisles, or in such manner as to prevent ready access to the parking areas of other Unit Owners. Unit Owners and their families, guests and tenants shall not be permitted to their motor vehicles on any Common Element parking space (other than their Limited Common Element parking space appurtenant to the individual Units) in excess of twenty-four (24) hours. Improperly parked vehicles shall be subject to removal at their Owner's expense. No wrecked motor vehicles or motor vehicles without current registration/license plates or abandoned or non-operating motor vehicles may be parked on the Common Elements, including Limited Common Elements. Repair work and maintenance work on motor vehicles on the Common Elements, including Limited Common Elements, is prohibited, except emergency repair work to start a vehicle and the washing and polishing of vehicles.

#### Section VI. Pets

1. General: Subject to the following, only animals as hereinafter set forth shall be allowed in each condominium unit and only if such animal(s) does (do) not unreasonably disturb the other residents: two (2) small birds in a cage (excluding large parrot-type birds, such as macaws or cockatoos); two (2) cats; and one (1) dog (except for the following listed breeds (Excluded Breeds) which are strictly prohibited).

Owners of such permitted animal(s) shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animals. All such animals must be housed in their respective owner's dwelling (Unit) and may not be housed, kenneled, or in any way kept on the Common Elements or Limited Common Elements. No Unit Owner may install invisible fencing (electronic under ground wiring) at any time. Furthermore, the owner of any such animal shall be responsible for the immediate removal of his or her animal's excrement from the Common Elements or Limited Common

Elements. No pet shall be permitted upon any part of the Common Elements except on a leash and accompanied by a Unit Owner or Unit Owner's guest or invitee. No animal shall be kept, bred or used therein for any commercial purpose.

If any pet causes a nuisance or unreasonable disturbance to any other occupant, the owner of said pet will be given written notice to rectify the problem by reasonable measures (as determined by the Board of Directors). A written notice from the Board of Directors, to the occupant, (sent by certified mail), will require immediate removal of said pet if it is determined by the Board of Directors that less drastic alternatives have been unsuccessful or would be futile in correcting the problem.

Unit Owners shall be responsible for personal injuries or property damage to all Common Elements or personal property caused by pets owned by them, their occupants, tenants or guests. Unit Owners shall defend, indemnify and hold harmless the Association, the Board of Directors, the Association's agents, employees, and Owners/occupants of the various Units against loss, costs (including, but not limited to, attorneys' fees), claims or liability of any nature arising from or resulting out of any act of such pet.

The Board of Directors may adopt additional rules relating to pets, supplementing and interpreting this paragraph, which may include rules prohibiting certain breeds of animals not previously stated for the protection of property and safety of occupants.

No more than a combination of three dogs and cats shall be allowed and of that, no more than two dogs shall be allowed. No dog shall be permitted with an expected adult weight of over ninety (90) pounds.

2. Excluded Breeds: Certain dog breeds that have statistically been proven to be more dangerous (based on information obtained from the Center for Disease Control) shall not be kept on the property, including Rottweilers, Pit Bulls; German Shepards; Huskies, Alaskan Malamutes, Akitas, Chow Chows, Doberman Pinschers, Great Danes, Siberian Huskies, Wolf-hybrids and any dog that has any of the above breeds in their lineage.
3. Service Animals: In addition to the foregoing, trained guide dogs, trained signal dogs, or trained service animals (who may be the one of the prohibited breeds listed above) shall be permitted to be kept at or brought on the premises and shall be allowed to walk throughout the Common Elements while on a leash, provided that such animals shall at all times be accompanied by the occupants or guest to

whom they belong while present upon the Common Elements. If such a trained guide dog, trained signal dog or trained service animal causes a nuisance or unreasonable disturbance to any other occupant, the Owner of said pet will be given written notice to rectify the problem by reasonable measures (as determined by the Board of Directors). A written notice from the Board of Directors, to the occupant, (sent by certified mail), will require immediate removal of said pet if it is determined by the Board of Directors that less drastic alternatives have been unsuccessful or would be futile in correcting the problem.

4. Damages: Any Unit Owner or occupant who violates this Section V shall be required to pay for all damages including an additional amount equal to twice the monthly condominium maintenance fee for the Owner's Unit for each month in which the violation occurs. Any Unit Owner who violates this covenant shall be subject to legal remedies available to the Association, its Board of Directors, and all other Unit Owners, as provided in the Declaration, in the By-Laws of the Association, and applicable law.
5. Needed Consent for Tenant/Non-Owner Occupant: A tenant or non-Owner Occupant may keep one of the permitted household pets only after providing the Board with the written consent from the Owner of the Unit. The number of pets allowed in each unit may not exceed the limit of pets as stated in Section V (1) above.

## Section VII. Miscellaneous

1. Except as otherwise expressly provided, these rules and regulations and the provisions of the Declaration and Association Articles and By-Laws apply to all persons who own Units at the Condominium or make any use of it.
2. Unit Owners are responsible for compliance with these rules and regulations by all persons (family, guests, visitors, tenants and invitees) using the Condominium with their permission or at their invitation and further are responsible for any damage done by such persons to the Common Elements or other Owners' Units.
3. As long as the Declarant owns any Unit at the Condominium, these rules and regulations shall not apply to the Declarant, except the rules and regulations shall apply to the Declarant with respect to any Unit which the Declarant owns and either occupies as the Declarant's personal residence or leases to a tenant for the tenant's personal residence. This section shall not be amended without the Declarant's written approval.

4. Neither the Board, the Association nor any Manager is responsible for personal property left in cars on the premises.
5. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof, and each Unit Owner at his or her own expense shall comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements applicable to his or her Unit.
6. The Association shall not be liable for any loss or damage of or to property placed in any Unit or in the Limited Common Elements and Common Elements.
7. Attached as Exhibit A to these Administrative Rules and Regulations is the schedule of forfeitures for violation of these Administrative Rules and Regulations, such forfeitures to be considered and collected as a form of special assessments.

These administrative rules and regulations are adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

This instrument drafted by:  
Attorney Ronald M. Trachtenberg  
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**EXHIBIT A**  
**FORFEITURES**