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**RESTATED BY-LAWS
FOR SCHUBERT AND LAKE LARGO ESTATES AND ALL
ADDITIONS TO LAKE LARGO ESTATES CITY OF GREEN BAY,
BROWN COUNTY, WISCONSIN**

**LAKE LARGO HOME OWNERS ASSOCIATION, INC.
P.O. BOX 8932
GREEN BAY, WISCONSIN 54308-8932**

**2775905
CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
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ARTICLE 1- NAME, LOCATION AND BINDING EFFECT

The name of the Corporation is "Lake Largo Home Owners Association, Inc." hereinafter referred to as the "Association." The registered office of the Corporation shall be located at the home address of the treasurer of the Corporation, but meetings of Members and Directors may be held at such places within Brown County, Wisconsin as may be designated by the Board of Directors. These By-laws shall be deemed covenants running with the land and shall govern and be binding on all individual and joint Lot Owners, mortgagees and other encumbrances and their respective heirs, administrators, personal representatives, lessees, successors, and assigns, as well as all other persons occupying or having any legal or equitable interest in the Property in any way whatsoever and all licensees, invitees, employees, agents, servants and guests of any of the foregoing.

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ARTICLE 2- DEFINITIONS

Section 2.1 "Association" shall mean and refer to Lake Largo Home Owners Association, Inc. its successors and assigns.

Section 2.2 "Properties" shall mean and refer to that certain real property identified on the Plat of Schubert and Plat of Lake Largo Estates, located in the City of Green Bay, Brown County, Wisconsin and subject to the Declaration of Covenants and Restrictions for Schubert and Lake Largo Estates.

- 1) Lots 1, 2, 3, 4, 5, and part of lot 6, according to the recorded Plat of Schubert Subdivision, in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, less and excepting that part of lot 6 now described as Vol. 31 of Certified Survey Maps, Page 270, as Map No. 4889.
- 2) Lots 1, 2, and 3, in Vol. 31 of Certified Survey Maps, Page 270, as Map No. 4889; being a part of lot 6, according to the recorded Plat of Schubert Subdivision and all of Lots 1 and 2 and part of Lot 3, according to the recorded Plat of Lake Largo Estates, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 3) Lots 1, 2, and 3, in Vol. 31 of Certified Survey Maps, Page 273, as Map No. 4890; being a part of Lot 3 and all of Lot 4, according to the recorded Plat of Lake Largo Estates and all of Lots 23 and 24, according to the recorded Plat of Lake Largo Estates First Addition, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 4) Lots 5,6,7,8,9,10, and 11, according to the recorded Plat of Lake Largo Estates, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 5) Lots 12 through 22 inclusive, and Outlot 2, according to the recorded Plat of Lake Largo Estates First Addition, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, less and excepting that part of Outlot 2 that is now a part of Largo Ridge Estates.
- 6) Lots 25 through 42 inclusive, according to the recorded Plat of Lake Largo Estates Second Addition, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.

- 7) Lots 43 through 68 inclusive, according to the recorded Plat of Lake Largo Estates Third Addition, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 8) Part of Lots 2 and 6, and all of Lots 3, 4, and 5, according to the recorded Plat of Largo Ridge Estates, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, formally known as Outlot 1, according to the recorded Plat of Lake Largo Estates.

Brown County Records respectively.

Section 2.3 "Common Area" shall mean all real property owned by the Association for common use and enjoyment of the Owners, including the common use of Lake Largo.

Section 2.4 "Lot" and "Out Lot" shall mean and refer to any plot of land designated as a "Lot" or "Out Lot" as set forth on the Plats or any addition thereto.

Section 2.5 "Owner" shall mean and refer to every person or entity who is the beneficial owner(s) of a fee or undivided fee interest in any Lot, including contract buyers, but excluding those having such interests merely as security for the performance of an obligation.

Section 2.6 "Members" shall mean and refer to all those Persons entitled to membership as provided in the Articles of Incorporation and these Bylaws.

Section 2.7 "Members in good standing" shall mean Members who are current in the payment of dues and assessments and are in compliance with the Covenants, Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

Section 2.8 "Plats" shall mean and collectively refer to the Plat of Schubert and Plat of Lake Largo Estates, as amended from time to time.

Section 2.9 "Covenants" shall mean the Declaration of Covenants and Restrictions for Schubert and Lake Largo Estates, filed with the Brown County Register of Deeds on November 26, 1990 in Jacket 16307, Image 36, as Document No. 1231056, as may be amended and/or restated from time to time.

Section 2.10 "Mailing" or "Mailed" shall mean sending a document by regular mail or electronic mail to the mailing address or email address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice provided by a Member to the Association.

ARTICLE 3- MEMBERS

Section 3.1 Membership. Each Lot Owner shall have one membership and one vote for each Lot owned. All joint owners of a Lot shall be entitled to one collective membership for that Lot, in which they shall each have the same type of partial membership interest as their tenancy or estate in the Lot. Every Lot Owner upon acquiring title to the Lot shall automatically become a Member of the Association and shall remain a Member thereof until such time as his or her ownership of such Lot ceases for any reason, at which time his or her membership in the Association shall automatically cease.

Section 3.2 Membership List. The Association shall maintain a current membership list showing the membership pertaining to each Lot and the person designated to receive notices and cast the one vote pertaining to such Lot. Only one person so designated shall be entitled to cast a vote in person or by proxy. The original designation shall be made in writing to the Secretary of the Association, signed by all of the persons having an ownership interest in the Lot. A designation may be changed by notice in writing to the Secretary of the Association, signed by a majority of the persons having an ownership interest in the Lot.

Section 3.3 Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance of that Lot. Membership in the Association may not be transferred, except in connection with the transfer of a Lot. A transferee shall notify the Association, through its Secretary, of the 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 the date of transfer.

Section 3.4 Annual Meeting. The Annual Meeting of the Members shall be held on the 1st Tuesday of the month of June of each year, at such date, time and place as the Board of Directors shall designate by written notice, for the purpose of election of Directors and for the transaction of such other business as may come before the meeting.

Section 3.5 Special Meetings. Special meetings of the Members may be called at any time by the President, by the Board of Directors, or by petition to the Board of Directors signed by at least one tenth (1/10) of the Members in good standing; said petition to set forth specifically the purpose of the meeting, the date, time and place thereof, and the Lot owned by each signer of the petition.

Section 3.6 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing, via email and/or regular mail, a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each Member entitled to vote thereat, addressed to the Member's mailing address or email address. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.7 Quorum. Any number of Members in good standing present at a meeting, whether in person or by proxy shall constitute a quorum for the transaction of business for any meeting of the association. The affirmative vote of the majority of the Members present, in person or by proxy, at the meeting and entitled to vote on the subject matter shall be the act of all the Members unless the vote of a greater number of Members is required by the Articles of Incorporation, these bylaws or by law.

Section 3.8 Proxies. At all meetings of the Members, a Member entitled to vote may vote in proxy appointed in writing by the Member or authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation at least 72 hours prior to the meeting to be considered valid. Unless otherwise provided in the proxy, a proxy may be revoked at any time before it is voted, either by written notice filed with the Secretary or the acting Secretary of the meeting or by oral notice given by the Member to the presiding officer during the meeting. The presence of a Member who has filed his proxy shall not of itself constitute a revocation. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy shall automatically cease upon conveyance by the Member of his Lot. The Board of Directors shall have the power and authority to make rules establishing presumptions as to the validity and sufficiency of proxies.

Section 3.9 Suspension of Voting Rights. The voting rights of a Member may be suspended by the Board of Directors for cause for a determinate time after notice to said Member and hearing in accord with due process procedures before the Board of Directors. Cause shall be construed to mean acts or omissions by a Member contrary to the health, safety and welfare of other Members and in violation of the rules and regulations that may be adopted from time to time by the membership or the Board of Directors.

Section 3.10 Vote of Lot Owner in Default. No Lot Owner may vote at a meeting of the Association if the Member is not a Member in good standing.

ARTICLE 4- BOARD OF DIRECTORS

Section 4.1 Number. The business of the Association shall be controlled by a Board of Directors of at least four (4), but not more than seven (7), Members of this Association. Not less than four Members shall be selected and presented to the members for election at each annual meeting. The nominating committee shall be made up of three (3) Members selected by the Board of Directors who may select Members of the Board of Directors.

Section 4.2 Election. Annually, by a ballot at the Annual Meeting, the members shall elect not less than four (4), and not more than seven (7), Directors for a term of one year. To be elected as a director, a

Member must be in good standing. Each Director so elected shall serve for a term of one (1) year or until his or her successor has been elected or until his or her prior death, resignation or removal. A Director may be removed from office by affirmative vote of a majority of Members entitled to vote for the election of such Director, taken at a meeting of Members called for that purpose. A Director may resign at any time by filing his written resignation with the Secretary of the Corporation. Members may serve any number of consecutive or non-consecutive terms.

Section 4.3 Vacancy. In the event of the death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association unless the Board unanimously approves the compensation and the compensation is identified in the annual budget. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or By-Laws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors then in office.

ARTICLE 5- MEETING OF DIRECTORS

Section 5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) Directors, after not less than three (3) days' notice to each Director.

Section 5.3 Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

ARTICLE 6- POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. The Board of Directors shall have power to:

- A. adopt and publish rules and regulations governing the use of the Common Area, Lots, Out Lots, and Lake Largo (in connection with the Lake Largo Condominium Association) and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- B. adopt rules and procedures, hold hearings and determine and adjudicate the suspension of membership rights as hereinbefore provided in Article 3;
- C. exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Articles of Incorporation and the laws of the State of Wisconsin and not specifically reserved to this membership by other provisions of these By-Laws, the Articles of Incorporation, or the laws of the State of Wisconsin;
- D. declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent unexcused from three (3) consecutive regular meetings of the Board of Directors and/or absent from a total of six (6) regular meetings of the Board of Directors during any one year;
- E. employ a Manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

- F. if a Member of the Association is in default in payment of any charges or assessments for a period of more than thirty days, the Board of Directors may, in the name of the Association, bring suit for and on behalf of the Association as representative of all Members, to enforce collection of such delinquencies or to foreclose the lien with respect thereto as provided by law, and there shall be added to the amount due, the costs of the legal action, including the legal interest thereon and reasonable attorneys' fees.

Section 6.2 Duties. It shall be the duty of the Board of Directors to:

- A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members;
- B. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C. prepare and adopt an annual budget for consideration by the Members at the Annual Meeting of Members, as follows:
 - 1. the budget as adopted by the Board of Directors shall be Mailed or emailed to the membership together with the notice of the Annual Meeting at least fourteen (14) days prior to the Annual Meeting;
 - 2. upon adoption and approval of an annual budget by the Members entitled to vote, the Board of Directors shall levy maintenance assessments against all of the Lots. The assessments so levied shall be equal in rate against each Lot;
 - 3. the Board of Directors shall declare the assessments so levied due and payable by Members on a day certain more than (thirty) 30 days from the date of such levy and the Secretary shall notify the owner of every Lot so assessed of action taken by the Board of Directors, the amount of the assessment of each Lot owned by him and the date the assessment becomes due and payable. Such notice shall be Mailed to the Lot Owner;
 - 4. in the event the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors may file a claim for a lien against such Lot at any time within twenty-four (24) months from the date of the levy, or may take such other action, legal or otherwise, as it may deem appropriate. Dues or assessments not paid when due shall draw a penalty of \$10.00 per month, or such other amount as determined by the Board of Directors, until paid in full. No Member may waive or otherwise escape liability for the dues or assessments provided for herein by non-use of the Common Area or Out Lots or abandonment of his Lot;
 - 5. the Board of Directors shall levy assessments at the same rate as assessments levied for the preceding fiscal year in the event the Members fail to approve and adopt an annual budget as herein provided at the Annual Meeting of Members;
 - 6. in the event any term of this By-Law is deemed to be null and void for any reason, the applicable provisions of Wisconsin Statute §779.70 shall operate as the effective term with full force and effect;
- D. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- E. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- F. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- G. cause the Common Area and Out Lots to be maintained; and,
- H. perform such other duties as may be assigned to it by the membership or as may be required by Federal law or the laws of the State of Wisconsin relating to the Association.

ARTICLE 7- OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a President and a Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers or assistant officers, as the Board may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of Members. A person who has served three (3) consecutive years as President shall not be eligible for nomination and election to the office of President until one year or more has elapsed since that person's last year of service as President.

Section 7.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 7.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 Multiple Offices. The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special officers created pursuant to Section 4 of this Article.

Section 7.8 Duties. The duties of the officers are as follows:

- A. **President.** The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Members and of the Board of Directors. He shall have authority subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Corporation as he shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business or which authorized by resolution of the Board of Directors, he may authorize the Vice-President or other officer or agent of the Corporation to sign, execute and acknowledge such documents or instruments in his place and stead. In general he shall perform all duties incident to the office of the president and such other duties as may be prescribed by the Board of Directors from time to time.
- B. **Vice-President.** In the absence of the President, or in the event of his death, inability or refusal to act, or in the event for any reason it shall be impractical for the President to act personally, the Vice-

President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. He shall perform such other duties and have such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors. The execution of any instrument of the Association by the Vice President shall be conclusive evidence, as to third parties of his authority to act in the stead of the President.

C. **Secretary.** The Secretary shall:

1. Send out meeting notices, agendas to HOA members by email.
Keep the minutes of the meetings of the Members and of the Board of Directors; and send meeting minutes to HOA members by email.
2. see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;
3. be custodian of the corporate records of the Corporation;
4. keep or arrange for the keeping of a register of the post office address of each Member which shall be furnished to the Secretary by each Member;
5. in general perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

D. **Treasurer.** The Treasurer shall:

1. have charge and custody of and be responsible for all funds and securities of the Association;
2. be responsible for monies due and payable to the Association from any source whatsoever, and for the deposit of all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected;
3. keep proper books of account;
4. prepare a statement of income and expenditures to be presented to the membership at its Annual Meeting and deliver a copy to each of the Members; and,
5. in general perform all the duties incident to the office of Treasurer and have such other duties and exercise such other authority as may from time to time be delegated or assigned to him by the President or by the Board of Directors.
6. Shall have treasurers report for all meetings. This report shall be made available in the meeting minutes.

E. **Fidelity Bonds.** The Board may require that some or all officers and/or employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE 8- COMMITTEES

The Board of Directors shall create and appoint Members to one or more committees with such purposes, restrictions and limitations as the Board shall specify, including, but not limited to the Design and Site Committee. In each case, the membership of a committee shall at all times include at least one Director. Each committee shall, unless otherwise provided by the Board, serve at the pleasure of the Board. Subject to any limitations, restrictions and rules imposed by the Board, each committee shall fix its own rules governing the conduct of its activities and shall make such reports of its activities to the Board as the Board may request.

ARTICLE 9- BOOKS AND RECORDS

The books, records and papers of the Association shall upon reasonable notice, be subject to inspection by any Member. The Covenants, Articles of Incorporation and these By-Laws shall be available for inspection by any Member at the principal office of the Association.

ARTICLE 10- AMENDMENTS

Section 10.1 By Members. These By-laws may be amended or repealed and new Bylaws may be adopted by the Members at any meeting called for such purpose by an affirmative vote of sixty-seven percent (67%) of the votes of all Members entitled to vote, whether in person or by proxy, notwithstanding a lower quorum requirement for the meeting (the Association has 75 total Members, 50 must consent).

Section 10.2 By the Board. These By-laws may also be amended or repealed and new By-laws adopted by the Board upon a unanimous vote of all Board Members or upon a two thirds vote of all Members of the Association; provided, that no Bylaw adopted by the Members may be amended or repealed by the Board if the Bylaw adopted by the Members so provided.

Section 10.3 Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Rules and Regulations and these By-Laws, these By-Laws shall control.

ARTICLE 11- RULES AND REGULATIONS OF ASSOCIATION

Section 11.1 Rules and Regulations. The Association, through the Board, shall from time to time adopt rules and regulations governing the operation, maintenance, and use of the Lots and the Common Areas by the Lot Owners and their respective tenants, guests and other occupants or users of the Lots. Such rules and regulations of the Association shall not be inconsistent with the terms of the Articles of Incorporation, the Covenants or these Bylaws and shall be designed to facilitate and encourage the peaceful and harmonious use and enjoyment of the respective Lots and common area by the Lot Owners for the benefit of a majority of the Lot Owners, and to further preserve the property value of the Lots and the common area, all as the Board of Directors in its discretion may determine. The Association Members, lessees, agents, licensees, invitees, guests, and other occupants and users of the Lots, shall conform to and abide by all such rules and regulations. The Association through the Board shall designate such means of enforcement thereof as it deems necessary and proper, including, without limitation, the imposition of forfeitures, penalties or other charges against the Lot Owners. The rules and regulations may be altered, amended or repealed (a "Change") by a majority vote of the Board or by a majority vote of the Members of the Association at a meeting called for that purpose. With respect to any Change by the Board, the Board must provide notice of the Change to the Members in the same manner as a notice of a special meeting under Section 3.6 at least thirty (30) days prior to the date on which the Change becomes effective; provided, however, this requirement shall not prohibit the Board from instituting a temporary Change in the event an emergency so requires.

ARTICLE 12- CONSTRUCTION AND DEFINITION

Unless the context requires otherwise, the general provisions, rules of construction and definitions contained in "The Wisconsin Nonstock Corporation Law," Chapter 181, Wisconsin Statutes, shall govern the construction of these By-laws. Without limiting the foregoing, words importing one gender extend and apply to any gender. Any person who is designated a chairman or other similar title may use another equivalent title such as in the case of chairman, "chair," "chairperson," "chairwoman," or other such appropriate title. In the event of a conflict between the provisions of the Articles of Incorporation and these By-laws, the Articles of Incorporation shall be deemed superior to these By-laws.

ARTICLE 13- INDEMNIFICATION OF OFFICERS AND DIRECTORS.

Every person who is or was a Director or an Officer of the Association, together with the heirs, executors, and administrators of such person shall be indemnified by the Association against all liability, loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by, or imposed upon, him or her in connection with or resulting from any claim, action, suit, or proceedings, including criminal proceedings, to which he or she is made or threatened to be made a party by reason of his or her being or having been such a Director or Officer, except as to matters as to which he or she shall be finally adjudged in such action, suit, or proceedings 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 or her duty as such a Director or Officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner or with any limitations any employees or former employees of the Association with respect to any action taken or not taken in his or her capacity as such an employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors, or employees, may be entitled as a matter of law.

All liability, loss, damage, costs, and expenses incurred or suffered by the Association by reason of 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 contained in this Article shall be deemed to obligate the Association to indemnify any Member or Lot Owner 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 or her as a Lot Owner or Member of the Association under and by virtue of the Declaration, the Articles and By-laws of the Association.

The Association shall purchase appropriate liability insurance, with limits of liability to be decided upon by the Board, to cover the possible errors and omissions of the said Directors and Officers of the Association. The cost of said liability insurance shall be borne by the Association as a common expense.

ARTICLE 14- ENFORCEMENT

Section 14.1 The process for the enforcement of the Declaration of Restrictive Covenants, these By-laws and any Rules and Regulations created hereunder is as follows:

- A. After trying to abate violations yourself. Any violations are to be reported to the Board using the Association Complaint Form. Form must be signed.
- B. The alleged violation will be reviewed by the Association Board of Directors and/or any committee established by the Association.
- C. If the alleged violation is deemed groundless, the complainant will be contacted by the Board with its conclusion and the reason(s) for its decision.

- D. If the alleged violation is deemed valid, either the Board will contact the violator to discuss the matter in person, by phone or by email.
- E. The Board may direct the corrective action to be taken or may allow the violator to submit a corrective action plan.
- F. If the violator does not take corrective action or submit a corrective action plan within fourteen (14) days of having received notice from the Board, the Board will send a formal written request for corrective action.
- G. If no response is received within fourteen (14) days of the date of this request letter, the Board will send a written notice of the imposition of fines. Fines accrual will commence fourteen (14) days from the date of this notice if no corrective action is commenced or plan submitted by that date. Fines will be levied at \$25 per day, not to exceed a period of thirty (30) days from the date of commencement.
- H. If the homeowner is showing progress toward the resolution of the problem within the thirty (30) day period as determined by the Association, the fine may be completely dismissed. However, if progress is not steady in the opinion of the Association, the fine will be prorated over the thirty (30) day period until fully resolved. All fine determination will be made by the Association and their decision will be final.
- I. If the violator continues to ignore the violation and does not submit a corrective action plan within the thirty (30) day fine period, the Board will send a demand for fines payment letter.
- J. If the violator ignores the fine payment demand and continues to fail to correct the violation or to submit a corrective action plan, the fines will continue to accrue on a daily basis notwithstanding the limitation set forth in (G) above.
- K. If the violation continues to exist or the violator is still unresponsive after the aforementioned steps have been exhausted, the Board may take such action as it deems necessary to remedy the violation, including the filing of a legal action requesting appropriate remedies including injunctive relief.

The Board may use the services of a management company or manager to undertake any enforcement measures set forth in (E)-(K) above.

Section 14.2 Any unpaid dues, assessment, fines or other monetary sum due to the Association shall constitute a lien on the Lot whose owner has failed to pay the amount due. The liens shall be perfected by the filing of an affidavit by the Association with the Brown County Register of Deeds. The affidavit shall state the basis for the claim and the amount owed. The lien shall be released upon payment of the amount owed plus accrued interest.

IN WITNESS WHEREOF, the Lake Largo Home Owners Association Inc. by its duly appointed and elected officers has executed this Restated Bylaws, this 31 day of October, 2016 after obtaining the consent of two-thirds percent (66 2/3%) of the Lot owners.

President: Mark Plate

Signed Mark Plate

Vice President: Scott Hoff

Signed Scott Hoff

Secretary: Steve Te Tai

Signed Steve Te Tai

Treasurer: Mark Tumpach

Signed Mark Tumpach

Board Member at Large: Paul Soletski

Signed Paul Soletski

State of Wisconsin)

County of Brown)

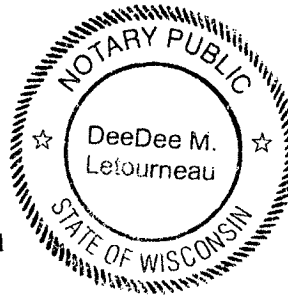
Personally came before me this 31 day of October, 2016, the above named MARK PLATE, SCOTT HOFF, STEVE TE TAI, MARK TUMPACH and PAUL SOLETSKI to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Dee Dee M Letourneau

Notary Public

Brown County, Wisconsin

My commission May 3, 2019



This document was drafted by Attorney William S. Woodward
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