

**BYLAWS OF
HICKORY HILLS CONDOMINIUM
HOMEOWNERS' ASSOCIATION, UA**
An Unincorporated Nonprofit Association.

ARTICLE I

1.01. Name; Purpose. The name of the corporation shall be Hickory Hills Condominium Homeowners' Association, UA the "Association"). The Association is organized under the provisions of the Uniform Unincorporated Nonprofit Association Act, Wis. Stat. ch. 184. The Addresses of the Condominiums subject to these By-laws are 1800 Ledgeview Road, De Pere, WI 54115.

1.02. Address. The principal office of the Association shall be located at 3842 Allen Road, Green Bay, WI 54311. 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. These Bylaws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors, and assignees.

1.04. Nonprofit Status. No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member or individual. Following the Association's winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member's membership interest. Furthermore, following the wind-up of the Association's affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees, or assessments) following the wind-up of its affairs shall, at the time of the Association's liquidation, be distributed to a religious, scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit.

ARTICLE II

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. 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.

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 its

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 from membership in the Association, nor may any Unit Owner be expelled from such membership.

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 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 its 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 its Unit or any interest therein with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released and the secretary 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 holding nine (9) votes of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of 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 Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Uniform Unincorporated Nonprofit Association Act, 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.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Brown County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. Annual meetings of the Unit Owners shall be held on the second Monday of November.

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 upon the written request of Unit Owners holding at least four (4) votes. Business transacted at special meetings shall be limited to the purpose stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meetings of the Unit Owners may be held except upon at least five (5) days' (but not more than 60 days') written notice delivered, including electronic (including but not limited to email, cellular text, or other app) delivery, or mailed to each Unit Owner at the address shown on the Association's current membership list. 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.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that 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 shall preside. The secretary 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.

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 on the action at such meeting and that hold a number of votes equal to or exceeding nine (9) of the sixteen (16) total votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin, 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. Written ballots may be delivered electronically to the secretary.

3.10. Electronic Attendance at Meeting. Unit Owners may attend meetings telephonically and or via a video teleconferencing, where available and reasonably arranged in advance of the meeting.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed by a Board of Directors composed of at least three (3) but not more than five (5) directors.

4.02. Term of Office. Each director shall take office at the annual meeting immediately upon election and shall serve for a term of three (3) years or until his or her successor shall be elected or appointed.

4.03. Election of Directors. One (1) month before 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. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote on 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 to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with **Section 3.09** with all written ballots due before the deadline set by the secretary. Each Unit shall have one (1) vote per open board position. The persons receiving the largest number of votes 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 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.

4.05. Removal. 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 directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Regular meetings of the Board of Directors shall be held at least 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. Meetings of the Board of Directors shall be open to Unit Owners with voice but without vote.

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

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 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. Closed Session. A majority of the Board of Directors present at any regular or special meeting may call for a closed session, in which person not currently serving on the board may be excluded from the meeting.

5.05. 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 Uniform Unincorporated Association Act, 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 that might have been transacted at the meeting originally called.

5.06. 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
- (i) Adjournment.

5.07. 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 two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Uniform Unincorporated Association Act, 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) Adopt budgets for revenues, expenditures, and reserves.
- (b) Levy and collect General Assessments, Special Assessments and fines 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 the Association may own or lease. Grant easements, licenses, and rights-of-way through or over the Common Elements.
- (d) 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.
- (e) Sue on behalf of all Unit Owners.
- (f) Make contracts and incur liabilities.
- (g) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property.
- (h) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium.
- (i) 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. 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 on 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 eleven (11) votes or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, rules and regulations that are adopted, amended, or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors.
- (j) Ensure 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.
- (k) Keep all books and records and prepare accurate reports of all transactions of the Association.
- (l) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate; standing committees include Audit, Finance, Nominations Committee; and Project & Improvements.
- (m) 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.
- (n) 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 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.
- (o) Approve rummage, estate sales and any other events to which the general public might be invited.

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 Section 6.01.

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.

7.02. Election of Officers. 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 three (3) years and 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 or 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 funds 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.

(e) *Member at large.* The member at large represents the membership of the association as a whole.

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 officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require any officers, agents, or employees of the Association handling or responsible for Association funds to 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 of Association, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost or provided electronically.

8.02. Audits. The accounts and records of the Association shall be audited at least once every other year 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.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on January 1, and end on December 31.

9.02. Budget. Unit Owners holding at least nine (3) 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. The budget shall be effective for the period 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 Wis. Stat. § 703.163, 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 their respective Percentage Interest. On or before the last day of December of each year, the secretary 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 that 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 receipt.

9.04. Special Assessments. 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 on 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 after the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. 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. 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 before the third Thursday in February.

9.07. 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 Wis. Stat. § 703.163. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

9.08. Borrowing Money. The Association may borrow money for purposes permitted under the Declaration and bylaws.

ARTICLE X

DUTIES AND OBLIGATIONS OF UNIT OWNERS

10.01. 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.

10.02. Rules and Regulations The units and the common area and limited common area (hereinafter in this paragraph sometimes collectively referred to as "common") shall be occupied and used in accordance with the Declaration, the Articles of Association, these By-Laws, and the rules and regulations of the Association, including the following:

(a) **Uses as Owner Occupied Residence.** Each unit shall be used only for residential purposes. Tele-commuting and small business enterprises complying with local ordinances may be permitted provided with Board of Directors' written approval.

(b) **Obstructions.** There shall be no obstruction of the common areas, and nothing shall be stored therein without the prior written consent of the Association.

(c) **Prohibited Use increasing Insurance Rate. Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without prior written consent of the Board of Directors of Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed to the commons.

(d) **Signs.** No sign of any kind shall be displayed on common elements without prior consent of the Association. However, a sign advertising the unit "for sale" shall be allowed provided it does not exceed the dimensions of a standard realtor's yard sign. "For sale" signs shall be removed within 24 hours of closing. All political, social cause, advertising and charity signs are expressly prohibited on common elements but may be displayed in individual units to the extent permitted by law.

(e) **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, except that each unit may keep such pets such as dogs, cats, fish, canaries, or parakeets provided that they are not kept, bred, or maintained for any commercial purposes and no more than two pets weighing less than 60 pounds each. No outside kennels, coops

dog houses may be constructed or placed on the common elements, limited common elements or in any garages without the written prior consent of the Board of Directors of the Association. Pets must be on a leash when outside of the units. No pets shall be permitted which causes an unreasonable disturbance. Any pet excrement in common areas shall be removed immediately by the owner of the unit in which the pet resides. The Association reserves the right to assess unit owners for damages caused by pets to common areas or limited common areas. The Association also reserves the right to require the removal of any pet which causes an unreasonable disturbance, damage, or odor or if the unit owner habitually violates these rules and regulations. Exotic pets require prior board approval. No pet shall be permitted to create a nuisance of any kind. No person shall be denied ownership of a unit despite owning a nonconforming pet or pets at the times the unit is acquired, provided that the number of the animal violates applicable laws, ordinances, or regulations. This exception is intended to allow acquisition of a unit without requiring sale or another disposal of a household pet previously owned. A unit owner must comply with all size and number limitations upon the death or permanent removal of the noncomplying pet from the premises.

Further notwithstanding the size limitation for dogs, no owner shall be denied the ability to obtain and keep a seeing-eye dog or other service animal specially trained to provide physical assistance to a disabled resident.

(f) Noxious Activity Prohibited. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to other Unit Owners.

(g) Alterations, Construction or Removal. Nothing shall be altered or constructed in or removed from the common areas and except upon written consent of the Board of Directors of Association.

(h) Parking. No vehicle shall be parked in such manner as to impede or prevent ready access to Dickenson Court.

(i) Wiring on Common or Limited Common Areas. No wiring for electrical, cable, telephone, or any other purpose, shall be installed in any common or limited common areas nor shall any television or radio antennae, satellite dish, machines or air conditioning units be installed, either on the exterior of any unit including any part of any decks or that protrude through the walls or the roof of any unit, except as may be expressly authorized by the Board of Directors of the Association. No electric equipment will be allowed that interferes with the television reception or other unit owners.

(j) Garbage and Recycling. All refuse shall be place in containers provided by the City of De Pere and/or Brown County. Garbage and recycling containers shall not be stored on the exterior of the buildings except for limited periods as reasonably necessary for collection.

(k) Patios. Patio and/or decks shall be used only for purposes intended and shall not be used for storing household or gardening tools, equipment, supplies or other items.

(l) Landscaping. No landscaping or plant material located in the limited common area or general common area shall be altered, moved, or removed written approval of

the Board of Directors of the Association. No additional landscaping may be planted within any limited common area or common area without prior written approval of the Board of Directors of the Association.

(m) **Gardens.** Garden plots not exceeding 300 square feet in an area shall be permitted under the following conditions:

- (i) the owner submits a request for such garden plot detailing the proposed location and type of garden to the Board of Directors of the Association and receives the written approval of Association, and
- (ii) the owner agrees to weed and maintain the garden in a responsible manner.

(n) **Fences Prohibited.** Fences, including underground pet fences along unit lines and decorative fencing within limited common areas are prohibited.

(o) **Swimming Pools.** Swimming pools are prohibited.

(p) **Storage Liability.** The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common, limited common or other storage area.

(q) **Recreation Vehicles.** No camper, travel trailer, motor home, boat trailer, snowmobile, or ice shanty shall be allowed to be parked or stored on common areas or limited common areas including driveways without the permission of the Board of Directors of the Association.

(r) **Lawn Ornaments.** Lawn ornaments including welcome signs, US flags, holiday banners shall be permitted provided they are reasonable in size and number and do not interfere with Association operations or create a nuisance.

(s) **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, Articles and the documents, contracts, and easements set forth in the Declaration, and in the event of a conflict, The Declaration and contracts, and easements set forth and referred therein shall govern.

(t) **Land Contract.** Conveyance by land contract of any Unit is expressly prohibited.

(u) **Rental Term.** No unit may be rented for any term less than thirty (30) days.

10.03. Maintenance and Repairs. Every unit owner must perform properly or cause to be performed all maintenance and repair work within his/her unit, which if omitted would affect adversely affect the Association property in its entirety or in a portion to other owners. A unit owner shall be personally liable to the Association for any damages caused by his failure to adequately repair and maintain their unit.

10.04. Limited Common Areas Every unit owner must maintain the limited common areas appurtenant to his unit, other than those limited common areas to be maintained by the Association, in clean and proper condition.

10.05. Common Areas. The Association shall maintain and repair common areas:

- (a) Private street (court)
- (b) Exterior flatwork (asphalt, paving) including sidewalks, curbs, drives, patios, and parking areas
- (c) Exterior building materials including vinyl siding and decorative trim
- (d) Roofing material
- (e) Exterior light fixtures (including replacing lightbulbs)
- (f) Windows and doors, including garage doors, patios doors and entry doors — the cost replacement shall be assessed to the unit owner.
- (g) Lawn areas and landscaping
- (h) Removal of snow from all drives and walks, including the Lyon Drive walkway, sidewalks to all units and access to mailboxes and fire hydrants.

10.06. Enforcement of Declaration, Bylaws, and Condominium Ownership Act Provisions. Each Unit Owner shall be responsible for his family, employees, agents and guests, and their conduct at the Condominium, and shall see that these individuals abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, and any decisions made by the Association which are authorized thereby. Unit Owners should report infractions to the Board of Directors in writing, and the Board shall reply to the reporting Unit Owner within 30 days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, or any authorized Association decision, 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, to correct the violation. In the event the Association takes legal action against any Unit Owner or occupant of a Unit which results in a judgment in favor of the Association, the Unit Owner defendant in such action shall pay the Association's costs and actual attorney's fees. In the event the Association fails to take appropriate enforcement action, any Unit Owner may take appropriate legal action against any other Unit Owner or the Association to enforce the provisions of the Declaration, the Bylaws, and the Condominium Ownership Act.

10.07. Adequate Insurance. Each unit owner shall maintain adequate property and liability insurance and shall provide the declaration sheet of such policy to the Secretary on an annual basis and/or upon request.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

11.01. Unit Owner Responsibilities. It shall be the responsibility of each Unit Owner to ensure that the occupants of the Unit owned by such Unit Owner, and the employees, agents,

representatives, invitees, and guests of such Unit Owner 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.

11.02. Infractions. 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 case of a violation of any provision of the Declaration, the Articles, 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 all actions permitted by law 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 attorney 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.

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 Wisconsin Law and other applicable laws as in effect from time to time.

(b) 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 that is brought by or in the right of the Association or by any other person.

(c) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorney 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 by which 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 12.02 shall make a written request for indemnification that 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 Wisconsin 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 after 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 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 that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all 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 Subsections 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 when 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 Wis. Stat. §§ 181.0832 and 181.0833.

(c) The provisions of Wis. Stat. § 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. Non-Exclusivity 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 that 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 on occurrences that take place before 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 Uniform Unincorporated Nonprofit Association Act. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that 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 Uniform Unincorporated Nonprofit Association Act 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 Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or the Wisconsin Uniform Unincorporated Nonprofit Association Act, 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.

ARTICLE XIV

AMENDMENT

14.01. Votes Required. These Bylaws may be amended only with the assent of at least four (4) votes of the Unit Owners.

14.02. Non-Unit Owners Notices. 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.

Adopted as of January 23, 2023 at De Pere, Wisconsin.

Keith Gajeski, President and Secretary

State of Wisconsin)
) SS
County of Brown)

Subscribed and sworn before me this ____ day of October, 2023.
by Keith Gajeski

Seal:

Notary Signature
Print name: _____
My commission expires: _____

Drafted by:
Attorney Thomas B. Sewall
Wisconsin State Bar #1027956

