

**AMENDED AND RESTATED BYLAWS**

**FOR**

**THE VILLAGE AT WESTHAVEN ASSOCIATION  
OF CONDOMINIUM OWNERS, INC.**

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**AMENDED AND RESTATED BYLAWS**  
**OF**  
**THE VILLAGE AT WESTHAVEN ASSOCIATION**  
**OF CONDOMINIUM OWNERS, INC.**

**ARTICLE I**

**Name and Purpose**

Pursuant to the Declaration of Condominium for THE VILLAGE AT WESTHAVEN CONDOMINIUM recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, as amended, (the "Declaration") the following are adopted as the Amended and Restated Bylaws of The Village at Westhaven Association of Condominium Owners, Inc. (the "Association") which is a nonstock nonprofit corporation created under Chapter 181 of the Wisconsin Statutes to serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership, as provided in the "Condominium Ownership Act" under the laws of the State of Wisconsin (the "Act") and subject to terms and conditions of the Declaration.

These Amended and Restated Bylaws fully supercede and replace all prior Bylaws of the Association and shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, trustees, tenants, successors and assigns.

## ARTICLE II

### Members, Voting and Meetings

2.1. **Members.** The Association shall have one class of members and the rights and qualifications of the members are as follows:

A. Unit Owner Members. Every unit owner upon acquiring title to a unit, shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease. In the event of a lease of a unit, the leasee shall be deemed the owner only to the extent provided in a lease filed with the Board of Directors of the Association.

B. One Membership Per Unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. The voting rights allocated to the unit may not be split and shared membership interests must be voted pursuant to the terms of Paragraphs 2.2 and 2.3 of this Article.

C. Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of the unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of the unit, date of transfer, name of the mortgagee (if any) and any other information about the transfer which the Association may deem pertinent.

**2.2 Voting Rights.** There shall be one vote allocated to each unit, as provided in the Declaration. Directors of the Association shall be elected by the members as hereinafter provided. At meetings of the Association, the member(s) owning a unit is/are entitled to cast the vote appurtenant to such unit. If only one of the multiple owners of a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, the vote allocated to that unit may not be cast proportionally among the owners and unanimous agreement is conclusively presumed if any one of them purports to cast the vote allocated to that unit without protest being made promptly by any other owner of the unit to the person presiding over the meeting.

Only the member(s) owning units in buildings containing two units shall be allowed to vote on matters that only affect units in buildings containing two units or buildings containing two units. Only the members owning units in buildings containing three units or four units shall be allowed to vote on matters that only affect units in buildings containing three units or four units or buildings containing three units or four units. The member(s) owning units in any type of building shall be entitled to vote on all other matters. Notwithstanding the foregoing, if permitted by the Act, the written consent of a member may be substituted for the vote of a member at a meeting.

**2.3 Quorum and Proxies for Members' Meetings.** A quorum for meetings of members shall consist of a majority of the votes entitled to be cast. Votes may be cast in person or by proxy. A proxy shall be valid only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee, and must be filed with the Secretary of the Association before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, the members representing a majority of the voters

who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

**2.4 Time, Place, Notice and Calling of Meeting of Members.** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his/her address as it appears on the books of the Association in the manner best calculated to assure that actual notice is received and shall be mailed or personally delivered not less than ten (10) days prior to the date of the meeting. Notice of meeting may be waived before, at or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the third Tuesday of July of each year or at such other time as may be designated by the Board of Directors for the purpose of transacting any business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by the President upon receipt of a written request signed by members with one-third (1/3) of all votes entitled to be cast on a matter(s) for which the meeting is being called.

**2.5 Order of Business.** The order of business at the annual meeting, and as far as practical at all other meetings of the members, shall be

- A. Call to order by the President.
- B. Calling of the roll and certifying of 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.
- G. Election of inspectors of election.
- H. Election of Directors (if necessary).
- I. Unfinished business.
- J. New business.
- K. Adjournment.

L. Establish and enforce policies and procedures implementing the provisions of the Declaration or the Act.

**2.6 Vote Required.** Unless otherwise specified in the Declaration or the Act, the majority of the votes entitled to be cast on any matter shall be required for any action for which a vote of the members is authorized or required. If permitted by the Act, written consents or approvals of the members may be substituted for a vote of the members at a meeting.

**2.7 Powers of the Association.** The Association has the power to:

- A. Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from unit owners.
- B. Employ and dismiss employes and agents.
- C. Sue on behalf of all unit owners.
- D. Exercise any other power conferred by the condominium instruments or Bylaws.
- E. Regulate and impose charges for the use of common elements.
- F. Cause additional improvements to be made as a part of the common elements.



G. Acquire, hold, encumber and convey any right, title or interest in or to real property.

H. Grant easements through or over the common elements.

I. Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of the unit or of any other portion of the Condominium.

### ARTICLE III

#### Board of Directors

**3.1 Number and Qualifications of Directors.** The Board of Directors of the Association shall consist of seven persons. All members of the Board of Directors shall be members of the Association, or in the event that a member of the Association is not a person (but rather a corporation, limited liability company or trust, etc.) it shall be the authorized representative of such member of the Association. Three members of the Board of Directors shall be elected by the members who own units in buildings containing two units. Three members of the Board of Directors shall be elected by the members owning units in buildings containing three units or four units. One member of the Board of Directors shall be elected at large by the members owning units in any type of building.

**3.2 Powers and Duties of the Board.** The affairs of the Association shall be governed by the Board of Directors. All powers and duties, as shall be necessary for the administration of the affairs of the Association, shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation of the Association, these Bylaws and the Act. The powers of the Directors shall include the power to engage the services of a manager or managing agent.

**3.3 Election and Term of Directors.** At the first annual meeting after the adoption of these Bylaws, a new Board of Directors shall be elected in the manner required under Paragraph 3.1 of this Article. The initial terms of the Directors so elected shall be as follows: (i) one of the Directors elected by the members owning units in buildings containing two units and one of the Directors elected by the members owning units in buildings containing three or four units shall be elected for a term of one year; (ii) one of the Directors elected by each such group of members shall be elected for a term of two years; (iii) one of the Directors elected by each such group of members shall be elected for a term of three years; and (iv) the Director elected at large shall be elected for a term of one year. Thereafter, each of the Directors shall be elected for a term of three years. Each Director so elected shall continue to serve until the term of such Director has expired, the Director resigns, or the Director is removed, as hereinafter provided.

**3.4 Vacancies on Board of Directors.** A vacancy on the Board of Directors involving a Director elected by the members owning units in buildings containing two units, caused by any reason other than the removal of the Director, shall be filled by a vote of a majority of the remaining Directors elected by the members owning units in buildings containing two units and the Director elected at large, even though they may constitute less than a quorum. A vacancy on the Board involving a Director elected by the members owning units in buildings containing three or four units, caused by any reason other than the removal of the Director, shall be filled by a vote of a majority of the remaining Directors elected by the members owning units in buildings containing three or four units and the Director elected at large, even though they may constitute less than a quorum. A vacancy on the Board or Directors involving the Director elected at large shall be filled by a vote of the majority of all of the remaining Directors. Each person so elected shall serve as a Director until his/her successor is elected at the next annual

meeting of the members. Vacancies on the Board of Directors caused by the removal of Directors shall be filled by the members at the time of removal, as hereinafter provided.

**3.5 Removal of Directors.** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast with respect to the election of such Director and a successor may then and there be elected to fill the vacancy thus created in the manner required by these Bylaws.

**3.6 Regular Meetings and Notice.** A regular annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of the members. Notice of the regular annual meetings of the Board of Directors shall not be required.

**3.7 Special Meetings and Notice.** Special meetings of the Board of Directors may be called by the President or by two (2) Directors with ten (10) days prior written notice to each Director given personally or by mail, which notice shall state the time, place and purpose of the meeting; such notice shall be given in a manner best calculated to assure actual notice.

**3.8 Waiver of Notice.** Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him/her of the time and place thereof. If all of the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**3.9 Quorum of Directors and Adjournments.** At all meetings of the Board of Directors, a majority of the Directors entitled to vote on a matter shall constitute a quorum for the purpose of that matter. If at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time without

further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

**3.10 Required Vote.** Only the Directors elected by the members owning units in buildings containing two units shall be entitled to vote on matters that affect only the units in buildings containing two units or buildings containing two units. Only the Directors elected by the members owning units in buildings containing three or four units shall be entitled to vote on matters that affect only the units in buildings containing three or four units or buildings containing three or four units. All of the Directors shall be entitled to vote on all other matters. Unless otherwise required by the Declaration or the Act, a majority of the votes entitled to be cast on any matter shall be required for any action for which a vote of the Directors is authorized or required.

**3.11 Fidelity Bonds.** The Board of Directors 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.

**3.12 Liability of Directors and Officers.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him/her as a Director or Officer of the Association, if such person: (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his/her own affairs; or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by Officers or employees of the Association, which he/she had reasonable grounds to

believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he/she may be entitled as a matter of law.

**3.13 Compensation/Reimbursement of Expenses.** No compensation shall be paid to Directors for his/her service as Directors. Directors shall be entitled to reimbursement of any amounts expended by them for the purchase of supplies for the Association or other expenditures authorized by the Board of Directors.

#### ARTICLE IV

##### Association Officers

**4.1 Designation, Election and Removal.** The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of all of the members of the Board of Directors, any officer may be removed, either with or without cause, and his/her successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

**4.2 President.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other Officer(s) designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions of these Bylaws.

**4.3 Vice President.** The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the

President, nor the Vice President, is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him/her by the Board of Directors.

**4.4 Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the books and records of the Association, and shall, in general, perform all of the usual and customary duties incident to the office of Secretary.

**4.5 Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account belonging to the Association. He/she shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association. Notwithstanding the foregoing, the Association may delegate any of the billing, collection, accounting or tax related duties of the Treasurer to a bookkeeper, accountant or manager employed or retained by the Association.

**4.6 Eligibility.** Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice President.

**4.7 Compensation/Reimbursement for Expenses.** No compensation shall be paid to an Officer for services as an officer. Directors shall be entitled to reimbursement of any amounts expended by them for the purchase of supplies for the Association or other expenditures authorized by the Board of Directors.

## ARTICLE V

### Operation of the Property

**5.1 Annual Operating Charges.** The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet the common expenses of the Association for the following year. The budget shall be prepared and determined by June of the prior year and the amounts required by such budget shall be allocated to the members of the Association in the manner provided in the Declaration and these Bylaws.

The Board of Directors shall advise all members in writing of the amount of common charges payable by each of them at least five (5) days prior to the date of the annual meeting of the members and shall furnish copies of the budget on which such common charges are based to each member.

The budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The reserve fund shall not be a statutory reserve account, as defined by the Condominium Ownership Act. The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of wages, materials, insurance, services and supplies. The reserve fund shall be used for contingencies and replacement or other extraordinary expenses. In the event that the Association incurs extraordinary expenditures not originally included in the annual estimate, then such sums as may be required shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Board of Directors may levy a further assessment which shall be charged to each unit owner in the manner required by the Declaration and these Bylaws.

The reserve fund may include such amounts as the Board of Directors may deem necessary. The reserve fund may be used to discharge mechanic's liens or other encumbrances levied against the entire property, or any part thereof, which may constitute a lien against the common property, rather than against the unit ownership interest of particular owners. The unit owner responsible for any such lien shall be responsible for and specifically assessed for the full amount thereof.

The Board of Directors may also use the reserve fund for the maintenance and repair of any unit, if such maintenance and repair is necessary to protect another unit or the common elements. The full amount of the cost of any such maintenance or repair required as a result of the act or omission of the unit owner or the tenants or occupants of a unit shall be specially assessed to the unit owner responsible therefor.

There shall be a separate reserve fund for all buildings containing two units and a separate reserve fund for buildings containing three or four units. The members contributing to one reserve fund shall not be assessed for repairs and replacements which are a liability of the other reserve fund. A separate reserve fund shall also be maintained for the common elements and facilities. The Board of Directors of the Association shall have the authority to reallocate any existing reserve funds not already allocated in a manner consistent with this Paragraph.

All of the preceding shall constitute common expenses and charges and shall be paid to the Association quarterly commencing on or before the 1<sup>st</sup> day of January of each year, or within thirty days of the date of the notice of assessment, whichever occurs first. The Board of Directors shall have the right to change the frequency of payments and/or due date of payments upon not less than thirty (30) days written notice to the members. The Association shall have the



right to charge interest at the rate of twelve percent (12%) per annum on any amount that is not paid within five (5) days after the date on which it is due.

If within thirty (30) days of the determination of such charges by the Board of Directors a petition is presented to the Board of Directors protesting against such charges or the budget upon which they are based, and the petition is signed by members of the Association representing at least fifty percent (50%) of the membership interests entitled to vote with respect to such charges, then the Directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget before the charges become due. At such meeting, upon an affirmative vote of more than fifty percent of the votes entitled to be cast, the members may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the one previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the amount equal to the aggregate of the average total budgets for each of the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exists.

**5.2 Special Assessments.** In the event the member(s) owning a unit fail(s) or neglect(s) to: (i) repair or maintain the unit; (ii) repair or maintain any limited common element the unit owner is required to maintain; or (iii) repair any common element damaged by the tenants, occupants, guest or invitees of such member(s); within ten (10) days of receipt of a written demand by the Association, the Association may undertake such maintenance or repair and the cost thereof shall be charged against the member(s) owning the unit. Any portion of the amount charged not paid within thirty (30) days of a written demand by the Association may be levied as a special assessment against the unit.

**5.3 Default.** If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may 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 therefore, as provided by law, and there shall be added to the amount due the costs of suit and legal interest, together with reasonable attorney's fees. The provisions of the Act pertaining to such assessments, the lien therefore and collection thereof shall govern any such proceeding.

**5.4 Responsibility of Transferees for Unpaid Assessments.** In a voluntary transfer of a unit, the transferee of the unit shall be jointly and severally liable with the transferor for all unpaid assessments against the unit up to the time of the transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board of Directors or a designated officer or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments due to the Association and such transferee shall not be liable for (nor shall the unit conveyed be subject to a lien for) any unpaid assessments made by the Association in excess of the amount therein set forth. In the event the Board of Directors or a designated officer or managing agent of the Association, as the case may be, does not provide a statement setting forth any sums due within five (5) business days after transferee's request for same, the Association shall be barred from claiming a lien against the transferee.

## ARTICLE VI

### **Duties and Obligations of the Unit Owners**

**6.1 Rules and Regulations.** The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as

"common elements") shall be occupied and used in accordance with the Declaration, these Bylaws, and the rules and regulations of the Association, including the current Rules and Regulations attached as Exhibit 1 of these Bylaws.

**6.2 Amendment and Adoption of Additional Rules and Regulations.** The Board of Directors may from time to time adopt additional rules and regulations governing the operation, maintenance, beautification and use of the common elements, the limited common elements, and the units, not inconsistent with the terms of the Declaration, and the Association's members shall conform to and abide by all such rules and regulations. A violation of any such rules and regulations shall constitute a violation of the Declaration.

**6.3 Maintenance and Repair of Units.** The member(s) owning the unit shall be required to maintain and repair the unit in the manner specified by the Declaration and the costs and expenses related thereto shall be paid in the manner provided in the Declaration.

**6.4 Maintenance and Repair of Limited Common Elements.** The member(s) owning the unit shall be required to maintain and repair the limited common elements appurtenant to the unit in the manner specified by the Declaration and the costs and expenses related thereto shall be paid in the manner provided in the Declaration.

**6.5 Non-Compliance.** The Board of Directors shall have the authority to take the following actions if a unit owner fails to comply with the Declaration, these Bylaws or the Rules and Regulations established by the Board of Directors:

- A. Issue a written warning notice with a 72-hour time limit for compliance.
- B. After the 72-hour time limit, if still in violation, levy a fine of \$100 per day, not to exceed \$1,000 per violation.
- C. Commence a legal action to enjoin the violation and levy an assessment against

the unit for the costs of the proceeding, including reasonable attorney's fees.

The foregoing actions shall be in addition to, and not in lieu of, any other remedy available to the Association.

Should a unit be leased, rented, or otherwise occupied by someone other than the member(s) owning the units, the member(s) will in all cases be held responsible for compliance. A member who disputes any action taken by the Board of Directors under this subsection shall have the right to a hearing before a panel of three members appointed by the Board of Directors.

## ARTICLE VII

### Amendments

7.1 **Amendments.** These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members by an affirmative vote of two-thirds (2/3rds) of the votes entitled to be cast. If permitted by the Act, written consents or approvals of the members may be substituted for a vote of the members at a meeting. No such amendment shall be valid if it conflicts with the Declaration or the Act.

## ARTICLE VIII

### General

8.1 **Fiscal Year.** The fiscal year of the Association shall begin on January 1 and end on the last day of December of each year.

## ARTICLE IX

### Miscellaneous

9.1 **Record of Ownership.** The member(s) owning a unit shall promptly record the deed, land contract or other conveyance conveying title to the unit to such member(s) and shall also provide to the Secretary of the Association a copy of the document conveying title, his/her

current mailing address and such other information as may be reasonably requested by the Secretary for the record of ownership maintained by the Association. The member(s) owning a unit may not vote at meetings of the Association until the required documentation of his/her ownership has been provided to the Secretary. The member(s) owning the unit shall also provide the Secretary of the Association with the name and current mailing address of any tenant occupying the unit under any lease or other rental arrangement.

**9.2 Mortgages.** Any unit owner who mortgages his/her unit or any interest therein shall notify the Board of Directors of the name and address of his/her mortgagee and also of any release of such mortgage. The Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors, at the request of any mortgagee or prospective purchaser of any unit or interest therein, shall report to such person the amount of any assessments against such unit then due and unpaid.

**9.3 Indemnification of Officers and Directors.** Every person who is or was a Director or Officer of the Association shall (together with the heirs, personal representatives and trustees of such person) be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by, or imposed upon him/her in connection with or resulting from any claim, action, suit or proceedings, including criminal proceedings, to which he/she is made or threatened to be made a party by reason of his/her being or having been such Director or Officer, except as to matters as to which he/she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by legal counsel that the person to be indemnified has not been guilty of gross negligence or willful

misconduct in the performance of his/her duty as such Director or Officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his/her capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors, or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this subsection shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, Director or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him/her under the Declaration, the Act and the Bylaws solely by virtue of his/her ownership of a unit.

**9.4 Subordination.** These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or the Act.

**9.5 Interpretation.** These Bylaws shall be interpreted and construed in accordance with the provisions of the Act and the laws of the State of Wisconsin. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

**9.6 Mailing Address.** The current mailing address of the Association is:

Village at Westhaven Association of Condominium Owner's Inc.  
PO Box 2491  
Oshkosh, Wisconsin 54903-2491

The mailing address of the Association may be changed from time to time by an affirmative vote of the Board of Directors. Written notice of any change in the mailing address of the Association shall be given to all members, mortgagees, lien holders, and other interested persons.

**9.7 Borrowing Money.** No money shall be borrowed except upon affirmative vote of a majority of votes entitled to be cast, in person or by proxy and voting, or upon an affirmative vote of two-thirds (2/3) of the members of the Board of Directors.

**9.8 Insurance.** The Board of Directors shall secure and maintain all insurance required by the Declaration. The Board of Directors shall have authority to secure and maintain such additional insurance coverage for the Association, or its Officers or Directors, as the Directors determine to be necessary or appropriate under the circumstances.

**9.9 Right of Access.** The member(s) owning a unit shall grant a right of access to the unit to any person authorized by the Association for the following purposes:

- A. to correct any condition originating in the unit which threatens another unit or a common area;
- B. to correct any condition which violates the provisions of the Declaration, these Bylaws or the Rules and Regulations of the Association;
- C. to make inspections as may from time to time be required by the insurance company of the Association, or other complaining unit owners;
- D. to make such inspections as may from time to time may be required to

investigate complaints involving the unit;

E. to read any utility meters located in the unit; and

F. to maintain, repair or replace any equipment located within the unit which is required to be maintained by the Association, including without limitation, any common sump pumps.

## ARTICLE X

### Default

**10.1 Definition.** Failure to comply with any of the terms of the Declaration, these Bylaws or duly adopted Rules and Regulations of the Association shall constitute an event of default and shall be grounds for any relief afforded under the Declaration, these Bylaws or the Act, which may include an action to recover sums due for damages and to obtain injunctive relief, or any combination thereof.

**10.2 Costs.** In any proceedings arising because of an alleged default with respect to a unit, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees from the member(s) owning the unit.

**10.3 No Waiver.** The failure of the Association, or of any member, to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws, or duly adopted Rules and Regulations of the Association shall not constitute a waiver of the right of the Association or of any such member to enforce such right, provision, covenant or condition in the future.

**10.4 Rights Cumulative.** All rights, remedies and privileges granted to the Association or any owner pursuant to any provisions of the Declaration, these Bylaws, or duly adopted Rules and Regulations of the Association, shall be deemed to be cumulative and the



exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

## ARTICLE XI

### Severability

**11.1 Severability.** In the event that any of the terms, provisions or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

## ARTICLE XII

### Table of Contents; Headings

**12.1 Table of Contents; Headings.** The table of contents and headings used in these Bylaws have been inserted for convenience only, and do not constitute matter to be construed in interpretation and should not be considered for the purpose of construing or interpreting these Bylaws.

The undersigned being the President and Secretary of the Association hereby certify that the foregoing Bylaws were duly adopted by the Association on the 19<sup>th</sup> day of July, 2005.

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Mary Whitlock, President

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James Raymond, Secretary

**SCHEDULE A**  
**OF THE BYLAWS OF**  
**THE VILLAGE AT WESTHAVEN ASSOCIATION**  
**OF CONDOMINIUM OWNERS, INC.**  
**("Association")**

**RULES AND REGULATIONS OF THE ASSOCIATION**

1. USE. All units shall be occupied solely for residential purposes. The foregoing restriction shall not prohibit a home office as long as the office is not used for meeting with clients or customers and no other activities are carried on within the office that adversely affect the Condominium or the occupants of other units. The occupancy of the units shall also be subject to the restrictions in the Declaration with respect to housing for older persons and the occupancy of units by non unit owners.
2. UNIFORMITY OF APPEARANCE. The members owning the unit shall not engage in or permit any modification to the exterior of a unit that would disrupt the uniformity of the appearance of the exterior of the building containing the unit.
3. NO OBSTRUCTION/STORAGE IN COMMON ELEMENTS. Except as otherwise expressly authorized in the Declaration, Bylaws or Rules and Regulations, there shall be no obstruction of the common elements and nothing shall be stored in the common elements without the prior written consent of the Board of Directors.
4. VEHICLES AND PARKING. The parking and use of vehicles within the common elements shall be subject to the following restrictions and requirements:
  - A. No commercial vehicle, motor home, recreational vehicle, boat or trailer may be parked outside of a garage.
  - B. The number of vehicles allowed to be parked in the common elements or limited common elements by the occupants of a unit shall be limited to the number of garage spaces allocated to a unit.
  - C. Vehicles are not permitted on the patio, deck or grass areas. For the purpose of this section, the term "vehicles" includes motorcycles, bikes and snowmobiles.
  - D. All auto repairs, maintenance (excluding washing) must be done in the garage.
  - E. Any damage caused to a driveway (due to oil, petroleum products, etc.) by a resident's vehicle must be repaired at the expense of the member(s) owning the unit.
  - F. Overhead garage doors must be closed when not in use for ingress and egress.

5. SIGNAGE RESTRICTIONS. No sign of any kind shall be displayed to public view on or from any unit or in the common elements without the prior consent of the Board of Directors, except:
- A. One sign with an area of not more than 6 square feet placed in the window of the unit used by the owner of the unit or a realtor to advertise the sale of the unit. A sign permitted under this paragraph shall be removed immediately after there is a binding contract for the sale of the unit with no contingencies.
  - B. One temporary sign directing people to an open house for the sale of the unit; provided that the sign shall be placed in the common elements no more than two hours prior to the open house and removed within one hour after the close of the open house.
  - C. One temporary sign with an area not to exceed 6 square feet displayed for not more than 72 hours to advertise or direct people to a garage sale, social gathering or special event. All signage permitted under this paragraph must have the prior written approval of the Board of Directors.
  - D. Directional or informational signs placed in the common elements by the Association.
6. ANTENNAS, SATELLITE DISHES AND OTHER EQUIPMENT. No ham radio antennas, private radio towers or other antennas shall be permitted on the outside of any unit or in any of the common elements without the prior consent of the Board of Directors. To the extent allowed by law, no satellite television dishes or antennas shall be located on the exterior of any unit or in any of the common elements without the prior consent of the Board of Directors. Any damage to the exterior of a building, or the common elements caused by the installation or removal of an antenna or satellite television dish shall be repaired in a good and workmanlike manner at the expense of the member(s) owning the unit connected to the antenna or satellite television dish.
7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or allowed in the common elements, except that not more than 2 household pets cumulatively weighing less than 30 lbs. (with no one pet weighing more than 20 lbs.) shall be permitted to be kept in a unit and allowed in the common elements provided that any such pet shall be subject to the following requirements and restrictions:
- A. All pets in the common areas must be on a leash or otherwise under control.
  - B. Dogs must not be left unattended in a garage or in the common elements.
  - C. The member(s) owning the unit are responsible for the pets of anyone living in or visiting the unit.

- D. The member(s) owning the unit are responsible for any damage caused by the pet of anyone living in or visiting the unit, including landscape damage.
  - E. The member(s) owning the unit are responsible for making certain that any animal waste from the pets of anyone living in or visiting a unit is immediately picked up and properly disposed of and that all used kitty litter is placed in a securely sealed plastic bag and properly disposed of.
8. **GARAGE SALES.** All garage sales or other events of a similar nature shall require the prior written approval of the Board of Directors.
9. **GARBAGE, REFUSE AND RECYCLABLES.** The storage and disposal of garbage, refuse and recyclables shall be subject to the following regulations and restrictions:
- A. All garbage, refuse and recyclables must be kept in the garage of the unit, except when set out for pick-up.
  - B. All non-recyclable garbage and refuse must be kept in properly covered containers or inside sealed plastic bags. Recyclable materials must be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations.
  - C. All garbage, refuse and recyclables shall be deposited in the location specified for pick-up by the Association.
  - D. All garbage, refuse and recyclables shall be deposited at the designated pick-up area only after four p.m. the day before the day scheduled for pick-up or the day scheduled for pick-up.
  - E. All reusable containers for garbage, refuse and recyclables must be removed from the designated pick-up area within twelve (12) hours from the time of pick-up.
10. **NOXIOUS ACTIVITY.** No noxious or offensive activity shall be carried on in any units or in the common areas, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to others.
11. **GRILLS.** No charcoal grills, gas grills or similar appliances may be used on any patio or deck, unless permitted under applicable local and state fire codes.
12. **NO ACTIVITIES RESULTING IN INCREASE IN INSURANCE RATES.** Nothing shall be done or kept in any unit, or in the common elements, which will increase the rate of insurance on the common elements, without the prior consent of the Board of Directors. No unit owner shall permit anything to be done or kept within his/her unit or in the common elements which will result in the cancellation of insurance on any unit or any part of the common elements, or which would be in violation of any law, ordinance or regulation. No waste will be committed in the common elements.