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Revised By-Laws of the Bayview Estates
Homeowner's Association, Inc.

Document Title

These are the REVISED By-laws of the Bayview Estates Homeowners Association, Inc. This is a Non-stock Corporation incorporated under Chapter 181 of the Wisconsin Statutes and registered with the State of Wisconsin. Members include all lot owners of Bayview Estates and First Addition to Bayview Estates Subdivisions.

Bayview Estates, a subdivision consisting of Lots 1 through 34 and Outlot 1, in Government Lot 1 and SW 1/4 of NW 1/4 of Section 6, T4N, R13E, Town of Milton, Rock County, Wisconsin.

and

First Addition to Bayview Estates, a subdivision consisting of Lots 35 through 65 and Outlot 2 and Outlot 3, in Government Lot 1 and SW 1/4 of NW 1/4 of Section 6, T4N, R13E, Town of Milton, Rock County, Wisconsin.

The purpose of this corporation is to develop, maintain, repair and regulate use of the common areas of Bayview Estates and First Addition to Bayview Estates Subdivisions. These common areas are defined as Outlot 1 of Bayview Estates and Outlot 2 and 3 of First Addition to Bayview

Name and Return Address

Bayview Estates Homeowners Association
P.O. Box 183
Edgerton WI 53534

Parcel Identification Number (PIN)

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WRDA 2/96

VERSION 1.2

BY-LAWS OF
BAYVIEW ESTATES HOMEOWNER'S ASSOCIATION, INC.

Original Adopted October 1, 1999

Version 1.1 Adopted May 8, 2002

Version 1.2 Adopted May 20, 2005

ARTICLE 1.

PURPOSE OF ASSOCIATION

Section 1. Subdivision Common Areas. Certain real estate located in the Town of Milton, Rock County, Wisconsin (the "Subdivisions"), by Brookstone Homes, Inc., f/k/a/ Neumann Developments, Inc., (the "Developer") has been platted into two subdivisions known as Bayview Estates and First Addition to Bayview Estates. The Subdivisions contain restrictions which among other things provided for the establishment of Bayview Estates Homeowner's Association for the purpose of developing, repairing, maintaining and regulating the use of common areas of the Subdivisions. The Developer has caused Articles of Incorporation to be filed with the Secretary of State of Wisconsin to form the Bayview Estates Homeowner's Association, Inc., (the "Association").

Section 2. Adoption of By-Laws. These By-Laws are adopted as the by-Laws of the Bayview Estates Homeowner's Association, Inc., the ("Association"), a Wisconsin Corporation, organized under the Wisconsin Non-Stock Corporation Law to serve as an Association of Lot Owners for which provision is made under the Bayview Estates subdivision restrictions. The provisions of these By-Laws are applicable to the Subdivisions and to the development, repair, maintenance and regulation of the common areas of the Subdivisions.

Section 3. Office. The office of the Corporation shall be located at such place as the Board of Directors may from time to time determine. The mailing address of the Bayview Estates Homeowners Association is P.O. Box 183, Edgerton, WI 53534-0183. Any correspondence by mail shall be sent to this address.

ARTICLE 2.

MEMBERS, VOTING AND MEETINGS

Section 1. Class of Members. The Association shall have one class of members, and the rights and qualifications of members are as follows:

- A. Lot Owners. Members shall be all Lot Owners (hereinafter called "Members or Lot Owners") and who shall have two votes for each lot owned. Every Lot Owner upon closing of the purchase of the Lot, shall become a member of the Association and shall remain a member until such time as the member's ownership of the Lot ceases for any reason, at which time membership in the Association shall cease.
- B. Membership. One membership and two votes shall exist for each lot.
- C. Membership List. The Association shall maintain a current Membership list showing the membership pertaining to each Lot. Only persons so designated shall be entitled to cast a vote in person or by proxy.
- D. Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance of the Lot. Membership in the Association may not be transferred, except in connection with the transfer of a Lot. Upon transfer of a Lot, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of Lot, date of transfer, name of persons designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

Section 2. Quorum and Proxies for Members' Meetings. A quorum for Members' Meetings shall consist of 25% of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the Members. Proxies shall be valid only for the particular meeting(s) or time period

designated in the proxy not to exceed 180 (one hundred eighty) days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any Members' Meeting cannot be held because a quorum is not present, a majority of the Members who are present, wither in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 3. Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than fifteen (15) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the first Monday in November of each year for the purpose of electing directors, and reviewing budgets and assessments, and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with 25% or more of all votes entitled to be cast.

ARTICLE 3. BOARD OF DIRECTORS AND MEMBERS

Section 1. Number of Directors. The Board of Directors shall consist of no fewer than three (3) persons and no more than seven (7) persons. The number of directors shall be determined by the Board of Directors.

Section 2. Election and Terms of Office of Directors. The Board of Directors will be elected at the annual meeting by the Members to a staggered three year term. In the first election at which the members vote, two (2) Directors will be elected to a one (1) year term, two (2) Directors will be elected to a two year term, and the remainder will be elected to a three (3) year term. At each subsequent election, all Directors will be elected to a three year term. Directors can serve for two consecutive terms. If no other candidate is nominated after a Director has served two terms, he may continue to serve for up to two additional terms if so elected.

Section 3. Qualifications of Elected Directors. All Elected Directors shall be members of the Association in good standing and shall serve from the first day of January following the election to the end of their respective term or until their successors are duly elected and confirmed.

Section 4. Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provision of the Articles of Incorporation, and these By-Laws.

Section 5. Vacancies on Board. Vacancies of Directors on the Board of Directors caused by any reason other than the removal of an Elected Director by a vote of the members may be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be an Elected Director until a successor is elected at the next annual meeting of the members.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Elected Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

Section 7. Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

Section 8. Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on three (3) days prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

Section 9. Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be

transacted at such meeting.

Section 10. Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting to a meeting at which a quorum is present and any business which might have been transacted at the meeting as originally called may be transacted.

Section 11. Managing Agent and Manager. The Board of Directors may employ for the Association a managing agent or manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 13. Borrowing. The Board of Directors may authorize the borrowing of money either on a secured or unsecured basis for association purposes upon such terms and conditions as the Board directs. The Board of Directors may borrow up to \$3,000 per fiscal year without the approval of a two thirds (2/3) majority vote of the Members at a meeting at which a quorum is present to meet existing financial obligations and conduct emergency repairs.

Section 14. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

Section 15. Liability of Board of Directors. The members of the Board of Directors shall not be liable to the Lot Owners for any mistake of judgement, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contract made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors or the managing agent or the manager, as is the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. At the option of the Board of Directors, officers' and directors' liability insurance may be obtained and shall be paid for as a common expense.

ARTICLE 4. OFFICERS

Section 1. Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors or at any special meeting called for that purpose. Any two or more offices, except the offices of President and Secretary and President and Vice-President may be held by the same person.

Section 2 President. The President shall be a member of the Board of Directors and shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of a Wisconsin Corporation including, but not limited to, the power to appoint committee members from the Lot Owners to committees established under these By-Laws.

Section 3. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed

upon him by the Board of Directors or by the President.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under Wisconsin Business Corporation law. The Secretary shall also count all votes cast at meetings of the members.

Section 5. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation law. He shall also be responsible for collecting all common charges and assessments made by the Association.

Section 6. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE 5. OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Common Charges. The Board of Directors shall annually, and at least thirty (30) days prior to the annual meeting of the Association, prepare and present a budget for the Association, determine the amount of the assessments required to meet the expenses of the Association, and allocate and assess such assessments against the Lot Owners on an equal per Lot basis. The assessments shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provision of Section 3 of the Article 5 and shall further included all real estate taxes levied on the common areas. The assessments may also include such amounts as the Association may deem proper for the operation and maintenance of the Association including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficiency in the assessments for any prior year. The Board of Directors shall notify each Lot Owner in writing of the amount of assessments payable by him and shall furnish copies of each budget and assessment. The budget and assessment shall be reviewed and approved by a fifty percent (50%) majority vote by the Lot Owners at the annual meeting of the Association members. In the event that a budget is not approved at the annual meeting, the previous years budget shall remain in effect for the next year.

In the 1999 fiscal year, the Board of Directors elected by the Lot Owners may review and adopt a budget and make assessments outside of the annual meeting and normal review and approval process in order to meet the immediate needs of the Association.

Section 2. Repair and Maintenance by Association.

- A. Association. The Association shall be responsible for the maintenance, repair, upkeep, control and administration of all Common Areas in the Subdivision and shall maintain such areas in a clean, attractive and sanitary condition and in good order.
- B. Common Expense. The expense of the ownership, maintenance and repairs of common areas shall be a common expense to be shared equally by each Lot
- C. Financial Procedures. To help ensure Association assets are properly managed, the following procedures shall be established:
 - a. Bank drafts shall require at least two board member signatures.
 - b. Treasurer shall provide all other board members an updated treasurer report quarterly. Electronic presentation is accepted.
 - c. Upon written request, the Treasurer shall provide any Association member in good standing, the latest copy the treasurer report.
 - d. All Treasurer records shall be made available to any board member upon request.

Section 3. Insurance.

- A. Fire Insurance. The Board of Directors shall be required to obtain and maintain to the extent obtainable, property insurance containing all risk perils insuring all Common Areas and facilities; such insurance shall name as insured the Association and the Board of Directors, in an amount equal to the full replacement value of the insured property without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association.
- B. Contents of Policies. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgages. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors may obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the facilities without deduction for depreciation for the purpose of determining the amount of fire insurance to be obtained pursuant to this section.
- C. Liability Insurance. The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine covering the Association and each member of the Board of Directors. Such public liability coverage shall also cover cross-liability claims of one insured against another. The Board of Directors shall review such limits once each year. Such public liability insurance shall be in a single limit of at least One Million Dollars (\$1,000,000.00) covering all claims for bodily injury, death or property damage arising out of one occurrence.
- D. Directors' Liability Insurance. The Board of Directors may, at its option, purchase such officers' and directors' liability insurance, workman's compensation insurance and other insurance as may be reasonable and appropriate for the protection of the Association and its members.

Section 4. Destruction and Reconstruction.

Proceeds of Insurance. The proceeds of any insurance collected from any damage or destruction shall be used for the purpose of repair or reconstruction unless the Association decides otherwise.

Section 5. Condemnation.

- A. Payment. In the event of a taking in condemnation or by eminent domain (or of a conveyance in lieu of such taking) of all or part of the common areas, the award or consideration for such taking shall be payable to the Association.
- B. Proceeds. Proceeds from a condemnation award shall be used by the Board of Directors either to replace the common areas which were condemned or the proceeds shall be distributed to those Lot owners at the time of the occurrence on a per Lot Basis.

Section 6. Payment of Common Charges.

- A. Charges. All Lot Owners shall be obligated to pay the assessments assessed by the Board of Directors pursuant to the provision of Section 1 of this Article at such time or times as the Board of Directors shall determine. A late charge of \$20.00 (Twenty Dollars) may be imposed by the Board of Directors against a Lot Owner if any assessment remains unpaid by the tenth day of the month when due.
- B. Charges After Sale. No Lot Owner shall be liable for the payment of any part of the assessments assessed against his Lot subsequent to a sale, transfer or other conveyance by him thereof, but shall remain personally liable for all charges assessed against such Lot during his period of ownership of such Lot.
- C. Charges Must be Paid. Each Lot Owner shall be obligated to pay assessments hereunder notwithstanding the fact that he may have a pending dispute with the Association on any matter.

297
298 Section 7. Collection of Assessments. The Board of Directors shall make assessments against the Lot
299 Owners from time to time and at least annually and shall take prompt action to collect from a Lot Owner any
300 assessments due which remains unpaid for more than thirty (30) days from the due date for its payment.
301

302 Section 8. Default in Payment of Common Charges. In the event of default by any Lot Owner in paying to
303 the Board of Directors the assessments, the Lot Owner shall be obligated to pay interest at 12% per year on the
304 unpaid assessments from the due date, together with all expenses including late payment fees and attorneys' fees
305 incurred by the Board of Directors in any proceeding brought to collect the unpaid assessments. The Board of
306 Directors shall have the right and duty to attempt to recover the unpaid assessments, together with interest, and the
307 expenses of the proceedings including attorney's fees, in an action brought against such Lot Owner.
308

309 Section 9. Statement of Common Charges. The Board of Directors shall promptly provide any Lot Owner
310 who makes a request in writing with a written statement of his unpaid assessments.
311

312 Section 10. Rules and Regulations. The Association, through the Board of Directors, shall from time to
313 time adopt rules and regulations governing the operation, maintenance and use of the common areas by the Lot
314 Owners. Such rules and regulations of the Association shall not be inconsistent with the terms of the Articles of
315 Incorporation or the subdivision restrictions, and shall be designed to prevent unreasonable interference with the use
316 of the common areas by persons entitled to use it. The Association members, their lessees or guests, and any
317 occupants of the Lots shall conform to and abide by all such rules and regulations. The Association through its
318 Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate.
319 Copies of all rules and regulations adopted by the Board of Directors shall be furnished to all Lot Owners prior to
320 their effective dates.
321

322 Section 11. Utilities. All utilities servicing the common areas shall also be separately metered and shall be
323 paid as an Association expense.
324

325 Section 12. Suspension of Voting. The Board of Directors shall suspend the voting right of any Lot Owner
326 who fails to pay assessments when due, or is otherwise in breach of any terms of these By-Laws, or any rules and
327 regulations adopted by the Board of Directors pursuant to these By-Laws.
328

329 330 **ARTICLE 6** 331 **ASSESSMENTS** 332

333 Each Lot Owner shall be assessed an amount to be paid to pay for the expenses incurred by the
334 Association. This amount shall vary from year to year based upon the operating budget adopted by the Association.
335

336 **ARTICLE 7** 337 **RECORDS** 338

339 The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the
340 meetings of the Board of Directors, minutes of the meetings of the Members, and financial records and books of
341 account of the Association. A written report summarizing all receipts and expenditures of the Association shall be
342 given by the Board of Directors to all Lot Owners at least annually. In addition, an annual report of the receipts and
343 expenditures of the Association shall be given by the Board of Directors to all Lot Owners, within a reasonable time
344 after the end of each fiscal year.
345

346 **ARTICLE 8** 347 **GENERAL** 348

349 Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end
350 on the last day of December in each year.
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352 Section 2. Seal. There shall be no seal for the Association.
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ARTICLE 9
AMENDMENTS

Section 1. By Members. These By-Laws and the Articles of Incorporation may be altered, amended or repealed and new By-laws or Articles may be adopted by the Members, at any meeting called for such purpose by an affirmative vote of sixty-seven (67) percent of all Members entitled to vote.

Section 2. By Directors. These By-Laws and the Articles of Incorporation may also be amended by a unanimous vote of all members of the Board of Directors at any regular or special meeting of the Board of Directors, provided that no such amendment shall become effective until sixty (60) days after the date on which a notice of the amendment has been sent by the Secretary to all Lot Owners. In the event that objection in writing, signed by not less than ten (10) Voting Members in good standing, to the amendment is delivered to the Secretary within the sixty (60) day period, then the amendment shall not become valid.

ARTICLE 10.
MISCELLANEOUS

Section 1 Notices. All notices to the Board of Directors shall be sent by mail to the office of the Board of Directors or to such other address as the Board of Directors may designate from time to time. All notices to any Lot Owner shall be sent by mail to such address as may have been designated by him from time to time in writing to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Indemnity of Officers and Directors. Every person who is or was a director or an officer of the Association (together with the heirs, executors, and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters, covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors, or employees may be entitled as a matter of law.

Section 3. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws or the intent of any provision thereof.

Section 4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 5. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 6. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

This document was approved by the voting members of the Bayview Estates Homeowner's Association, Inc. on August 1, 1999 and adopted by the elected Board of Directors on October 1, 1999. Revision 1 was approved by the Board of Directors on March 2, 2002 and adopted by the membership May 8, 2002 (per Article 9-Section 2).

419
420 **Revision Summary**
421
422
423
424

425 Revision 1
426 May 8, 2002
427

428 **Article 5, Section 1**

429 Add to end of paragraph:
430

431 "In the event that a budget is not approved at the annual meeting, the previous years budget shall remain in
432 effect for the next year."
433

434 **Article 4, Section 5**

435 Remove:

436 "shall be bonded and"
437

438 **Article 5, Section 2**

439 Add an Item C:
440

441 "To help ensure Association assets are properly managed, the following procedures shall be established:
442

- 443 a. Bank drafts shall require at least two board member signatures.
444 b. Treasurer shall provide all other board members an updated treasurer report quarterly.
445 Electronic presentation is accepted.
446 c. Upon written request, the Treasurer shall provide any Association member in good standing,
447 the latest copy the treasurer report.
448 d. All Treasurer records shall be made available to any board member upon request."
449

450
451
452
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454
455 Revision 2
456 May 20, 2005
457
458

459 **Article 5, Section 1**

460 Change second to last sentence from:
461

462 "The budget and assessment shall be reviewed and approved by a two thirds (2/3) majority vote
463 by the Lot Owners at the annual meeting of the Association members."
464

465 to:
466

467 "The budget and assessment shall be reviewed and approved by a fifty percent (50%) majority
468 vote by the Lot Owners at the annual meeting of the Association members."
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479
480 Dated this 30 day of March, 2007

481
482 Bayview Estates Homeowner's Association, Inc.

483
484
485 By Tammy Stone
486 Tammy Stone, Director

487
488
489
490 STATE OF WISCONSIN)

491 : ss

492 COUNTY OF ROCK)

493
494 Personally came before me, this 30 day of March, 2007, the above named Tammy Stone, to be known to
495 be the person who executed the foregoing instrument and acknowledged the same.

496
497 Ellen J. Gilbertson
498 Notary Public, Rock County, Wisconsin
499 My Commission Expires 2-28-2010



500
501
502
503 This instrument was drafted by:
504 Thomas J. Asp
505 President
506 Bayview Estates Homeowner's Association, Inc.
507 P.O. Box 183
508 Edgerton, WI 53534
509
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511
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513