

ROYAL ORLEANS CONDOMINIUM ASSOCIATION

BY-LAWS

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**BY-LAWS
OF
ROYAL ORLEANS CONDOMINIUMS
Revised 1998**

INTRODUCTION

Pursuant to the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Royal Orleans Condominium, as amended (the "Declaration"), which created the Royal Orleans Condominium (the "Condominium"), and the Articles of Incorporation of the Royal Orleans Condominium, Inc. (the "Association"), the revised 1983 By-Laws were again revised and adopted on October 20, 1998, as the Revised By-Laws of the Association at a Special Meeting of the Association.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Condominium owners, their heirs, administrators, executors, and assigns.

ARTICLE I

ASSOCIATION

Section 1. ADDRESS

The permanent address of the Association is 6614 North Bourbon Street, Milwaukee, Wisconsin 53224. However, daily communications shall be sent to the office of the Property Manager.

Section 2. PURPOSE

The Association is a Wisconsin corporation formed to serve as an association of Condominium owners who own real estate as improvements under the condominium form of use and ownership (hereinafter referred to as the "homeowners"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin (the "COA") and subject to the terms and conditions of the Declaration.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTES

Section 1. MEMBERS

Members shall be all Condominium homeowners. Every homeowner upon acquiring title to a condominium, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as that person's ownership of such unit ceases for any reason, at which time that person's membership in the Association shall automatically cease.

Section 2. MEMBER VOTES

- a) Members shall have one vote for each Condominium owned.
- b) Voting rights may not be split and shared membership interests must be voted pursuant to the terms of Article III, Section 7 hereof.

Section 3. ONE MEMBERSHIP PER CONDOMINIUM

A homeowner shall be entitled to one membership for each Condominium owned.

Section 4. MULTIPLE OWNERSHIP OF ONE CONDOMINIUM

If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by such owners in the same proportionate interests and by the same type tenancy in which the title to the Condominium is held.

Section 5. TRANSFER OF MEMBERSHIP

- a) Each membership shall be appurtenant to the Condominium upon which it is based and shall be transferred automatically upon conveyance of that Condominium. Membership in the Association may not be transferred except in connection with the transfer of a Condominium.
- b) Upon transfer of a Condominium, the homeowner shall, within five (5) days of the date of the transfer, give written notice of such transfer to the property manager for the Condominium, including the name of the new owner, identification of the condominium transferred, the date of the transfer, and any other information about the transfer which the Association may deem pertinent.

Section 6. DUTIES OF OWNERS

The owner shall be responsible for all acts of any guests, tenants or tenant's guests.

ARTICLE III

MEETINGS

Section 1. NOTICE OF ANNUAL MEETINGS (Meetings of Members)

The annual meeting of the Association (the "Annual Meeting") will be held in October of each year. The time and place of all Association meetings shall be designated by the Board of Directors.

- a) Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or other person authorized to call the meeting, by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each homeowner entitled to vote, at the address last appearing on the books of the Association for the purpose of serving notices.
- b) Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purpose of the meeting.
- c) Notice of a Special Meeting shall specify the place, day, hour and specific purpose of the meeting.
- d) In lieu of such notice, waivers may be accepted from the homeowners.

Section 2. SPECIAL MEETINGS OF THE ASSOCIATION (Meetings of Members)

- a) Special meetings of the members ("Special Meetings") must be held whenever called by the President, or when called by any two members of the Board of Directors.
- b) Special Meetings must also be called by such officers upon receipt of a written request signed by at least twenty-six (26) voting members. Such special meetings must be held within thirty (30) days of the written request, and notice shall be given as required in Section 1 above.

Section 3. PRESIDING OFFICERS

- a) The President of the Board of Directors will preside at all meetings of the Association. If the President is not present, the Vice-President will preside, then the Secretary and then the Treasurer.
- b) The Secretary, or the Recording Secretary appointed by the Board of Directors, will keep the minutes.
- c) The tellers for ballot or vote counting purposes will be done by the Secretary or appointed by the presiding officer.

Section 4. PROXY VOTES

Votes may be cast in person, by proxy or by telephone proxy. A proxy shall be valid only for the one particular members' meeting designated therein. The proxy must be filed, before the appointed time of the meeting, with the Secretary who will retain the proxy in Association files for a period of thirty (30) days. A telephone proxy must be followed by a written confirmation within fifteen (15) days of said meeting.

Section 5. QUORUM

- a) A quorum for members' meetings shall consist of fifty-one percent (51%) of votes entitled to be cast.
- b) If any meeting of members cannot be organized because a quorum is not present, the meeting will be adjourned from time to time until a quorum is present, either in person, by proxy or by telephone proxy. Notice of adjourned meetings must be given as in Section 1 of Article III above. At such meeting where a quorum shall be present or represented, any business may be transacted which might have been transacted at the meetings as originally notified and original proxies may be used.

Section 6. MAJORITY OF UNIT OWNERS

Unless otherwise provided in the chapter, and subject to provisions in the By-Laws requiring a different majority, decisions of the Association shall be made on a majority of votes of the homeowners present and entitled to vote, at which a quorum is present.

Section 7. VOTE BY MULTIPLE OWNERSHIP OF ONE CONDOMINIUM

The vote of the owners of a Condominium shall be cast by a person named in a certificate signed by all of the owners of the Condominium prior to the commencement of the Annual Meeting.

Section 8. RESTRICTION FROM VOTING DUE TO LIEN OR JUDGMENT

A homeowner is prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien, or attached a judgment, on the person's unit and the amount necessary to release the lien or judgment has not been paid at the time of the meeting and filed with the Association Secretary.

Section 9. REGULAR BOARD OF DIRECTORS MEETINGS

- a) The Board of Directors will meet at least monthly on a scheduled day and date.
- b) All regular meetings of the Board of Directors will be open to attendance, but participation by a homeowner is by parliamentary procedure.

Section 10. SPECIAL MEETINGS OF THE BOARD OF DIRECTORS

Special meetings of the Board of Directors may be called by the President, or by two directors, on three (3) days prior written notice to every director, given personally or by mail, which notice shall state the time, place and purpose of the meeting. Voting is prohibited until the next regular Board of Directors meeting.

Section 11. QUORUM OF DIRECTORS

- a) A quorum shall be deemed present at the beginning of any meeting of the Board of Directors if five (5) of the nine (9) directors are present.
- b) If there are less than nine (9) directors serving on the board, then the majority of the remaining directors shall be deemed a quorum.
- c) 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 from time to time. At such meeting where a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

Section 12. BOARD OF DIRECTORS VOTING

- a) The acts of the majority of the directors present at a meeting at which a proper quorum is present shall be deemed the acts of the Board of Directors.
- b) Proxies are NOT valid for Board of Directors meetings.

Section 13. EMERGENCY ACTION

If any emergency action requiring the approval of the Board of Directors is necessary, the President or acting President may put in writing the plan of action and upon having at least five (5) directors sign the document setting forth the plan of action and carry out the action. This document will then be presented at the next regular Board of Directors meeting, and entered into the Minutes and placed on file in the Association office.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. QUALIFICATIONS OF DIRECTORS

Each member of the Board of Directors shall be a member in good standing with the Association.

Responsibilities of a Board member include:

- a) Attendance at monthly Board and Special meetings.
- b) Voluntary participation in special projects and on committees.
- c) Representation of respective Area's (hereinafter defined) concerns.
- d) Enforcement of rules and regulations, bylaws and declarations.

Section 2. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- a) The affairs of the Association shall be governed by the Board of Directors. All powers and duties shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the COA Chapter 703, the Declaration, the Articles of Incorporation and these By-Laws.
- b) The Board of Directors shall have the powers and duties as are necessary for the administration of the Condominium and may, among other duties, carry out the following on behalf of the Association:
 1. Propose budgets for revenues, expenditures, reserves and assessments for common expenses;
 2. Levy and collect Association-approved assessments;
 3. Levy and collect Association approved fees and attendant late fees;
 4. Impose and collect Board-approved fines and attendant late fees;
 5. Employ and dismiss employees, agents and engage the services of a manager or managing agent;
 6. Sue on behalf of all homeowners; and
 - ⑦ Exercise any other power conferred by the Declaration, By-Laws or the COA.
- c) Subject to any restrictions and limitations specified by the Declaration, the Board of Directors may, on behalf of the Association:
 1. Make contracts and incur liabilities;
 2. Cause additional improvements to be made as part of the common elements;
 3. Acquire, hold, encumber and convey any right, title or interest in, or to, real property;
 4. Grant easements through or over the common elements; and
 5. Grant or withhold approval or any action by a unit owner or other person which would change the exterior appearance of the unit or of any portion of the Condominium.

Section 3. NUMBER OF DIRECTORS

The Board of Directors shall consist of nine (9) persons, each elected to a three (3) year term, classified with respect to the terms for which they are elected to hold office as set forth in Section 4 below.

Section 4. TERM OF DIRECTORS

- a) There shall be three classes of directors as follows:
 1. Class I Directors, one each from Areas A, B and C, respectively (as commonly referred to), whose terms expire in 1998 and in successive three (3) year intervals;

2. Class II Directors, one each from Areas A, B, and C, respectively (as commonly referred to), whose terms expire in 1999 and in successive three(3) year intervals; and
 3. Class III Directors, one each from Areas A, B and C, respectively (as commonly referred to), whose terms expire in 2000 and in successive three (3) year intervals.
- b) At the Annual Meeting of the Association each area will elect, and vote for, a director to succeed the director whose term is expiring, as prescribed in Section 5 below. The outgoing director's term shall expire at the adjournment of the Annual Meeting of the Association, and such newly-elected director will hold office upon the expiration of the term of the predecessor, for a term of three (3) years, or until said director resigns or shall have been removed in the manner hereinafter provided.

Section 5. ELECTION OF DIRECTORS - ANNUAL MEETING

Board members shall be elected by the homeowners at the Annual Meeting of the Association. Nominations to fill director vacancies will be taken from the floor at the Annual Meeting of the Association. Nominations will be accepted and voted by homeowners for their respective Areas (A, B and C). However, if no interested party from the respective area (A, B or C) can be found, then an acting Director may be nominated by a homeowner from another area (A, B or C). The nominee receiving the highest number of votes will fill the vacancy.

Section 6. RESIGNATION OF DIRECTORS

Written resignations shall be accepted by the President, who shall, within twenty-four (24) hours, notify all directors of the vacancy. If a director fails to attend two (2) consecutive meetings without prior board notification, this will be deemed as a resignation.

Section 7. REMOVAL OF DIRECTORS

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association present from his/her respective area at an Annual Meeting of the Association or a Special Meeting of the Association with a quorum present. If the vote fails to remove the director, that director cannot be challenged for six (6) months. If such votes results in removal, the vacancy will be filled as set forth in Section 8 below.

Section 8. ELECTION OF DIRECTORS - INTERIM VACANCIES

Interim vacancies on the Board of Directors shall be filled by the vote of the majority of all remaining directors, even though they may constitute less than a quorum (refer to Article III, Sec 11-a), at the next regularly scheduled Board Meeting following the creation of the vacancy; and each person so elected shall serve as an acting Director until the next Annual Meeting of the Association, at which time a director shall be elected by the respective homeowners to serve the balance of the vacated term.

Nominations to fill such vacancies will be accepted by the Board from homeowners or a Board Member representing the respective area (A, B or C) from which the vacancy was created. However, if no interested party from the respective area (A, B or C) can be found, then an acting Director may be nominated by a homeowner from another area (A, B or C); and upon being duly elected, this acting Director shall serve for the balance of the vacated term.

Section 9. FIDELITY BONDS

The Board of Directors shall require that all officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate bonds. The premiums on any such fidelity bonds shall be paid for by the Association.

Section 10. LIABILITY OF DIRECTORS AND OFFICERS

No officer or director 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, 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 their own affairs; or
- b) Took, or omitted to take, such action in reliance upon the advice of counsel for the Association or upon statements made, or information furnished, by officers or employees of the Association which they had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which they may be entitled as a matter of law.

Section 11. INDEMNITY OF DIRECTORS AND OFFICERS

Every person who is or was a director or officer of the Association shall (together with the heirs, executors, and administrators of such person) be indemnified by the Association against all losses, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by, or imposed upon said director/officer in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which said director/officer is made or threatened to be made a party by reason of being or having been such director or officer, except as to matters as to which said director/officer shall be finally adjudged in such action suit or proceeding to be liable for gross negligence, willful misconduct or criminal conduct. 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 duty as such director/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 that capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors employees may be entitled as a matter of law.

All liability, losses, costs and expenses 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 Section 10 of these By-Laws shall be deemed to obligate the Association to indemnify any member or owner of a Condominium unit who has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by said owner under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit.

Section 12. PAYMENT OF DIRECTORS

- a) Payments to directors and officers for services rendered requires an affirmative vote of the majority of homeowners present, either in person or by proxy, at the Annual Meeting, at which a quorum is present.
- b) Nothing in these By-Laws 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 Condominium owners.

ARTICLE V

OFFICERS OF THE ASSOCIATION

Section 1. DESIGNATION

The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer.

Section 2. ELECTION OF OFFICERS

- a) Officers will be elected by a majority vote of all of the Board of Directors at the beginning of the first Board meeting following the Annual Meeting.
- b) No individual shall hold more than one office at a time.

Section 3. TERM OF OFFICE

Officers' terms of office will be one year, beginning immediately upon their election and terminating immediately upon the election of their successor.

Section 4. REMOVAL OF OFFICERS

Upon the affirmative vote of a majority of all of the Board of Directors, any officer may be removed, either with or without cause, and a successor shall be elected at the next Board meeting. Officer vacancies created for any reason will be filled by a majority vote of all the Board of Directors at the next Directors' meeting following the creation of the vacancy. This newly elected officer will complete the term of the vacated position.

Section 5. PRESIDENT

The President shall be elected by a majority of all of the Board of Directors and shall be the chief officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors, and 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 herein. All emergency situations involving a monetary expenditure of up to, but not exceeding, the amount of Two Hundred Fifty Dollars (\$250.00) per occurrence, must be authorized and signed by the President along with two (2) directors representing the other two (2) Areas. Expenditures in excess of \$250.00 must be approved by the majority of all of the Board of Directors.

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Section 6. VICE-PRESIDENT

The Vice-President shall be elected by a majority of all the of the Board of Directors, and shall take the place of the President and perform presidential duties and assume presidential powers whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the majority of all of 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 imposed by the Board of Directors. The Vice-President shall have the authority to co-sign checks on behalf of the Association.

Section 7. SECRETARY

The Secretary shall be elected by a majority of all of the Board of Directors and shall take and reproduce minutes of all meetings of the Board of Directors and of the Association, unless such functions are performed by professional management company, and keep them on file at the legal address of the Association. The Secretary shall also have responsibility for the Association's records, count votes at Association meetings, and in general perform other duties incident to that office. All minutes and records are to be kept at the cabana office of the Royal Orleans Condominium and are to be available for perusal by any homeowner upon reasonable request to any Board member. The Secretary shall have the authority to co-sign checks on behalf of the Association.

Section 8. TREASURER

The Treasurer shall be elected by a majority of all of the Board of Directors and shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts for all receipts and disbursements and financial records and books of accounts belonging to the Association. The Treasurer shall be responsible for the deposit of all moneys and 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. Where professional management service performs any or all of the foregoing duties, the Treasurer shall be responsible to see that all these duties are carried out according to the contract. The Treasurer shall have the authority to co-sign checks on behalf of the Association.

ARTICLE VI

COMMON EXPENSES: ASSESSMENTS

Section 1. ANNUAL BUDGET

- a) The Board of Directors shall prepare, in September of each year, a proposed annual budget for the following year, in order to determine the amount of the common charges payable by the members of the Association to meet the common expenses.
- b) The budget shall provide for two (2) funds, one of which shall be designated the "Operating Fund", and the other the "Capital Improvement Account (Reserve Account)."

Section 2. OPERATING FUND

The Operating Fund shall be used for such common expenses as occur with greater than annual frequency, such as wages, material, insurance, services, supplies, etc.

Section 3. CAPITAL IMPROVEMENT ACCOUNT

- a) The Capital Improvement Account shall be used for contingencies and replacement 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 Capital Improvement Account.

- b) The Capital Improvement Account may include such amounts as the Board of Directors may deem necessary to provide for the purchase of any unit whose owner has elected to transfer a unit pursuant to the provisions of the Declarations.

Section 4. SPECIAL ASSESSMENTS

In the event that both the Operating Fund and the Capital Improvement Account prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each unit as set forth herein. This special assessment must be voted on at the Annual Meeting or at a Special Meeting of the Association with decision based on the affirmative vote of the majority of members present.

Section 5. FISCAL YEAR

The fiscal year shall begin on the first day of January after the October Annual Meeting, and end on the last day of December of each year.

Section 6. PREPARATION OF ANNUAL BUDGET

- a) No later than ten (10) days prior to the September Board meeting, all Association members will be mailed written notice that at that meeting the new budget for the coming fiscal year will be prepared.
- b) At the September Board of Directors meeting the Board will prepare the budget making such adjustments as appear to reflect the will of the people and/or the common good of all owners.
- c) No later than 10 days before the Annual Meeting, a written and itemized copy of the proposed budget for the coming fiscal year and current year-to-date expenses shall be mailed to each member at their address of record.
- d) At the Annual Meeting of the Association in October, the proposed budget as prepared by the Board will be discussed and voted on by the Association membership. If after three (3) hours of discussion the budget cannot be approved by a majority vote, the budget as originally prepared by the Board will become the budget in fact.

Section 7. BORROWING MONEY AND ACQUISITION OF PROPERTY

The Association may borrow money and acquire and dispose of real property by an affirmative vote of sixty-seven percent (67%) of the member votes entitled to be cast at any Annual Meeting, or any meeting called for such purpose.

Section 8. DEFAULT BY UNIT OWNER

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, as provided by law, and there shall be added to the amount due the costs of suit, plus 18% annual interest compounded monthly, together with reasonable attorneys' fees.

ARTICLE VII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 1. MAINTENANCE AND REPAIR OF UNITS

Every homeowner must perform properly all maintenance and repair work within the owner's unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by a failure to do so.

Section 2. MAINTENANCE OF LIMITED COMMON AREAS

Every homeowner must maintain the limited common areas appurtenant to that owner's unit in clean and proper condition.

Section 3. LIMITED COMMON AREA DECORATIONS

Every homeowner shall have the right to decorate and appoint the limited common area appurtenant to that owner's unit in a non-structural manner provided that decorations which are visible from the adjoining streets or other units shall have the prior written approval of the Board of Directors.

Section 4. ALTERATION, CONSTRUCTION OR REMOVAL

Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon written consent of the Board of Directors.

Section 5. WRITTEN APPROVAL

In any of these paragraphs, the fact that the Board has placed on file in the Association office a policy statement pertaining to a request shall constitute written approval.

Section 6. GOVERNING DOCUMENTS

The units and the common areas and facilities and limited common areas (hereinafter in this section sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, the Rules and Regulations, and policy statements of the Association.

Section 7. RULES AND REGULATIONS

✓ The Board may from time to time adopt additional rules, regulations, and policy governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas, and the units, not inconsistent with the terms of the Declaration or with the contracts, documents, declaration and easements referred to in the Declaration, and the Association's members shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration.

Section 8. USE OF CONDOMINIUM

No homeowner shall occupy or use a unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the homeowner/tenant, the homeowner's/tenant's family or guests.

Section 9. OBSTRUCTIONS

There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Board of Directors.

Section 10. 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 the prior consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the owner's 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 permitted in the commons.

Section 11. SIGNS

No sign or advertisement of any kind shall be displayed to the public view on or from any unit or the commons without the prior consent of the Board of Directors.

Section 12. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the commons, except that dogs, cats and other household pets as adopted by the Association may be kept in units, subject to Association Rules and Regulations, City and County ordinances and state statutes.

Section 13. NOXIOUS ACTIVITY

No noxious or offensive activity shall be carried on in any unit or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Section 14. CONFLICT

These By-Laws are set forth to supplement and comply with the requirements of the COA and the Declaration. In case any of the terms and conditions of these By-Laws conflict with the provisions of the COA or the Declaration, the provisions of the COA or Declaration, as the case may be, shall control.

ARTICLE VIII

MISCELLANEOUS

Section 1. LEASING OF UNITS.

All units of the Condominium shall be owner occupied, unless purchased prior to January 1, 1994, in which case that unit may be rented.

Section 2. INSURANCE

Every unit owner shall maintain liability insurance covering the unit(s) and limited common area in the amount of at least \$250,000.

Section 3. RECORD OF OWNERSHIP

Every unit owner shall promptly cause to be duly recorded or filed on record of deed, lease, assignment or other conveyance to said owner of such unit or other evidence of a title thereto and shall file such lease with and present such other evidence of title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

Section 4. MORTGAGES

Any homeowner who mortgages a unit or any interest therein, shall notify the Property Manager of the name and address of the mortgagee, and also of the release of such mortgage; and the Secretary shall maintain all such information in the record of ownership of the Association. The Property Manager, 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.

Section 5. INTERPRETATION

In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

Section 6. AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any Annual Meeting, or any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all homeowners entitled to vote.

Section 7. SUBORDINATION

These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto, and the Condominium Ownership Act under the laws of the State of Wisconsin, 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 said Condominium Ownership Act.