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## Lac La Belle Fairway Villas Condominium Association, Inc. By-Laws

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The following are adopted as the By-Laws of Lac La Belle Fairway Villas Condominium Association, Inc., which is referred to herein as the Association. In this document, Lac La Belle Fairway Villas Condominium is referred to as the Condominium.

All Owners, Mortgagees, lessees and Occupants of Units within the Condominium, and their invitees, permittees, employees and agents, and any other persons who may use the facilities of the Condominium in any manner, are and shall be subject to the Declaration of Condominium of the Condominium, the Articles of Incorporation of the Association, these By-Laws, and all rules and regulations imposed under the authority of these By-Laws.

The acceptance of a deed for or a mortgage upon, or the execution of a land contract for the purchase of, or the execution of a lease for occupancy of, a Unit in the Condominium constitutes the acceptance of, and an agreement to be bound by, the Declaration of Condominium, the Articles of Incorporation of the Association, these By-Laws and any rules and regulations imposed under the authority of them.

These By-Laws are covenants running with the land and shall be binding upon all Owners, their heirs, administrators, personal representatives, successors and assigns.

### Article 1. Application and Organization

**1.01 Name.** The name of the association is Lac La Belle Fairway Villas Condominium Association, Inc. (the Association).

**1.02 Application.** These By-Laws are adopted pursuant to the Declaration of Condominium of Lac La Belle Fairway Villas Condominium (the

Declaration). This Association is organized pursuant to the Act to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these By-Laws and the Act.

**1.03 Members.** The Owners are the Members of the Association.

**1.04 Initial Organization.** Declarant shall designate three initial Directors, who need not be Owners. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until the events specified in Section 3.03 of the Declaration.

**1.05 Location.** The Association may have offices at such places as the Board may from time to time determine or the Association may from time to time require.

**1.06 Definitions.** Capitalized terms not otherwise defined in these By-Laws shall have the same meaning as set forth in the Declaration of Condominium of Lac La Belle Fairway Villas Condominium.

### Article 2. Voting

#### 2.01 Voting

(a) Each Unit is vested with one vote, regardless of the number of Owners or occupants of the Unit. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the Owners of a Unit cannot agree on how to vote,

such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

**2.02 Majority of Owners.** Except as otherwise required in these By-Laws, a matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

**2.03 Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners shall constitute a quorum.

**2.04 Proxies.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Proxies shall be valid only for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four (24) hours before the appointed time of the meeting. If any meeting of Members cannot be organized because a quorum does not exist, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum exists, without further notice. At such adjourned meeting at which a quorum exists, any business may be transacted which might have been transacted at the meeting as originally noticed.

**2.05 Rights of Declarant.** Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and

remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by the Declaration, the Act, or the By-Laws to the Association or its officers, until the earlier of thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements Interest to purchasers or three (3) years from the date the first Unit is conveyed by Declarant to anyone other than Declarant. Each Owner of a Unit in the Condominium shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant so to control the Association.

### **Article 3. Meetings**

**3.01 Roster of Owners.** Each Owner shall furnish the Association with the Owner's name and current mailing address. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

**3.02 Place of Meeting.** Meetings of the Association shall be held at such place as is designated by the Board.

**3.03 Annual Meeting.** The annual meeting of the Association shall be held on the second Tuesday of May of each year. At the annual meeting, Directors may be elected by the Owners. The Owners may also transact such other business of the Association as may properly come before them.

**3.04 Special Meetings.** The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners with more than 50% of the Interests and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Interests represented, either in person or by proxy.

**3.05 Notice of Meetings.** The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

**3.06 Adjourned Meetings.** If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

**3.07 Parliamentary Procedure.** Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

**3.08 Order of Business.** The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of Directors (when applicable).
- (g) Unfinished business.
- (h) New business.

**3.09 Manner of Submission of Proposals to the Board.** Any proposal by an Owner being considered for Board approval shall be

submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board shall place properly-submitted proposals on the agenda of a regular meeting occurring a period of time in the future that is sufficiently long for the Board to make itself aware of the relevant facts and circumstances, and shall act upon them promptly, in good faith, and without unreasonable delay. Approval shall only be by affirmative vote of the Board, and no approval shall be deemed by the failure of the Board to act upon any proposal.

#### **Article 4. Board of Directors**

**4.01 Number and Qualification.** The affairs of the Association shall be governed by a Board composed of at least three (3) persons. Except for the initial Directors appointed by Declarant, see Section 1.04, Directors must be Owners.

**4.02 Election and Term of Office.** Not later than forty-five (45) days<sup>1</sup> after the Declarant relinquishes control of the Association as provided in Section 2.05, the Members shall hold a meeting and elect three (3) Directors to hold office until the next annual meeting of the Members of the Association. At the first annual meeting of the Association after the Declarant relinquishes control of the Association as provided herein, the Members shall elect three (3) Directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

- Two (2) Directors whose terms will expire after one (1) year, at the next annual meeting of the Association.
- One (1) Director whose term will expire after two (2) years, at the second annual meeting of the Association after their election.

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years and until their successors are duly elected and qualified,

or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one (1) class shall expire in each year. Each Director shall hold office for a term of 2 years, and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Unit shall cast votes for candidates equal in number to the Directors to be elected.

**4.03 Powers and Duties.** The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

(a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).

(b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.

(c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Condominium.

(d) Satisfying all liens against the Condominium and paying necessary expenses connected therewith.

(e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including the duties listed in this section.

(f) Borrowing money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and pledging, mortgaging or granting security interests in the assets of the Association or Condominium; provided, however, that the Board of Directors may not borrow, in the aggregate, more than Five Thousand Dollars

(\$5,000.00) in any twelve (12) month period and may not pledge, mortgage or grant a security interest in the Common Elements without the prior approval of a majority of the Members of the Association given at a regular or special meeting of the Members.

(g) Acquiring and conveying property both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than Five Thousand Dollars (\$5,000.00) without the prior approval of a majority of the Members of the Association given at a regular or a special meeting of the Members.

(h) Performing such other functions as are required by law.

**4.04 Fees.** No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

**4.05 Reimbursement of Directors.** Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

**4.06 Vacancies.** A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

**4.07 Removal of Directors.** At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any

Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

**4.08 Organizational Meeting.** The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting if a majority of the whole Board is present.

**4.09 Regular Meetings.** Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

**4.10 Special Meetings.** A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) Directors.

**4.11 Waiver of Notice.** Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**4.12 Board Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If,

at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

**4.13 Fidelity Bonds.** The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

**4.14 Liability of Directors and Officers.** No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

**4.15 Indemnification of Directors and Officers.**

(a) Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs 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 in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of criminal negligence, intentional

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tort or willful misconduct on the part of such Director or officer. In the event of 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 criminal negligence, intentional tort or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to such person's status as an Owner.

## **Article 5. Officers**

**5.01 Designation.** The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one-year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

**5.02 Election of Officers.** The officers of the Association shall be elected annually by the Board. Officers shall hold office at the pleasure of the Board.

**5.03 Removal of Officers.** Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a

Successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

**5.04 President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association, and the power to sign, together with any other officer, if so designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions of these By-Laws.

**5.05 Vice President.** The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as imposed by the Board from time to time.

**5.06 Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

**5.07 Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such

depositories as designated by the Board. The Treasurer shall also be responsible for the billing and collection of all common charges, assessments, fines, penalties, and special assessments made by the Association.

**5.08 Compensation.** No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out of pocket expenditures.

## **Article 6. Fiscal Matters**

**6.01 Budget.** The Board shall annually adopt a budget of Common Expenses and other items as provided in the Declaration.

### **6.02 Assessments.**

(a) The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied uniformly among the Units except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of twelve percent (12%) per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until

paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

**6.03 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit.** No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If a Owner fails timely to pay an assessment or installment such failure shall be a default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

**6.04 Depositories.** The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than \$500 for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and countersignature of designated officers.

**6.05 Fiscal Year.** The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

## **Article 7. Operation of the Condominium Property**

**7.01 The Association.** The Association, acting through the Board of Directors, shall be responsible for administration and operation of the Condominium, in accordance with the Declaration, the Articles of Incorporation, these

By-Laws, and the rules and regulations established under them. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium.

**7.02 Rules and Regulations.** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled to. The Association Members and their families, lessees or guest and any occupants of the Units 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 and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate including fines, penalties and/or special assessments (hereinafter collectively "fines"). Any such fines shall be deemed liquidated damages for breach of the rules and regulations of the Association which are accepted by Unit Owners upon becoming a Member of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses and shall be collected in the same manner as common expenses. The rules and regulations may be altered and amended or repealed in the discretion of the Board of Directors.

**7.03 Common Expenses.** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated

common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the Members of the Association according to their respective percentages of ownership in the Common Elements of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. All assessments, plus all accrued interest and actual costs of collection, including actual attorney fees, shall constitute a lien until paid on the Units on which they are assessed, as hereinafter provided. If not paid on or before the date due, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

**7.04 Annual Operating Budget.** The annual operating budget shall provide for two (2) funds, one of which shall be designated the "operating fund" and the other the "reserve fund". 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 maintenance of the Common Elements, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Directors may levy a further assessment equally against each Unit Owner.

The reserve fund may also be used to discharge construction liens or other encumbrances levied against the Condominium, or against each Unit, if resulting from action by the Association. The Unit Owners or Owner responsible for any lien which is paid by the Association but which is not the obligation of the Association shall be



specially assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefor.

The annual budget shall be prepared and determined by May 1 each calendar year. The Board of Directors shall advise all Members of the Association in writing of the amount charges payable on behalf of each Unit by the date of the Members' meeting and shall furnish copies of the budget such common charges are based upon to each Member.

If within fifteen (15) days after the annual meeting a petition is presented to the Board protesting such charges or the budget upon which they are based and the petition is signed by Members representing more than fifty percent (50%) of the membership entitled to vote, then the Directors shall notify all Members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges (except contributions to the reserve fund) may not be revised downward until two (2) years of experience exist.

**7.05 Default.** If a Member of the Association is in default in the payment of any charges, expenses, assessments and/or fines, (hereinafter collectively "assessments") for a

period of more than thirty (30) days (hereinafter "delinquent"), the Association may accelerate the entire amount of the annual common charges and other assessments remaining unpaid with respect to such delinquent Member and the Member's Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments, plus all accrued interest and actual costs of collection and actual attorney fees incurred in connection with collection, shall constitute a lien until paid on the Units on which they are assessed if a statement of lien as provided in the Act is filed in the appropriate office in Waukesha County, Wisconsin within two (2) years after the assessment becomes due. If a Member of the Association is delinquent, the Member, Member's family and guests may be prohibited from using the recreational facilities located in the Common Elements until all delinquent assessments have been paid. All matters concerning collection of assessments shall be administered by the Board of Directors. If any Member of the Board of Directors is delinquent, the delinquent Member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of delinquent Members of the Board of Directors is such that the remaining Members do not constitute a quorum for purposes of taking any collection action, the non-delinquent Member(s) shall be able to take any action deemed advisable even though such Member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any Member of the Board of Directors who is delinquent may be removed from office by a vote of a majority of the non-delinquent Member(s) of the Board of Directors even though such Member(s) may constitute less than a quorum.

**7.06 Initial Contribution by Unit Owners.** The initial buyers of each Unit will be required to contribute \$300.00 to the Association, upon the closing of their purchase, to create a sufficient operating reserve for the Association.

determination of a majority of the Board shall be final and binding upon such Owners.

**8.04 Association Services.** The Association may provide any service or maintenance requested by a Unit Owner or Owners with respect to individual Units that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit Owner or Owners therefor.

**8.05 Architectural Control.** No exterior additions or alterations to any building, additional fences, or changes in existing fences, hedges, walls, walkways, interior window coverings, treatments, draperies or curtains, and any other structures shall be commenced, erected or maintained except such are installed or approved by the Declarant in connection with the initial construction of the Condominium buildings, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design, aesthetics and location in relation to the surrounding buildings in the development by an architectural control committee composed of the Board of Directors of the Association, or by such representative or representatives as designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove of such design and location within thirty (30) days after said plans and specifications have been submitted to him, such approval will be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the Members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennas

swags, banners, clotheslines  
shall not be placed on any building without the approval of the Architectural Control Committee or its designated representatives.

## Article 9. Duties and Obligations of Unit Owners and Association

**9.01 Rules and Regulations.** The Units, the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

(a) **Use.** No Unit Owner shall occupy or use their Unit or the Common Elements or Limited Common Elements 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 Owner, the Owner's family, the Owner's guests or the Owner's lessees.

(b) **Obstructions.** There shall be no obstruction of the Common Elements or Limited Common Elements.

(c) **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements that will increase the rate of insurance on same without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements or Limited Common Elements that will result in the cancellation of insurance of any Unit or any part of the Common Elements or Limited Common Elements, or that would be in violation of any law or ordinance. No waste will be committed in the Condominium.

(d) **Signs.** No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements or Limited Common Elements without the prior consent of the Association. This rule does not apply to Declarant in the initial sale of Units.

(e) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in or on the Common Elements or Limited Common Elements, except as provided in this Article and Section, as defined below, and subject to the rules and regulations which may be adopted from time to time by the Association regarding same. The Association in its discretion may issue a permit for the keeping of any such pets and shall allow the keeping of pets in accordance with the rules and regulations as from time to time adopted and established by the Board of Directors of the Association, Such permits shall be deemed a revocable license which may be revoked at any time following notice and hearing, if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying, owning or residing therein. A violation of the terms of this Article and the conditions set forth below shall subject the Owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, costs of maintenance and repair as may be incident to the pet, as well as reasonable attorney fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established below and from time to time by the Board of Directors. Not more than two pets per Unit, weighing a total of not more than 85 pounds, are allowed.

#### **9.02 Association Responsibility.**

(a) **Maintenance.** The Association shall comply with the terms of Article 5 of the Declaration regarding maintenance.

(b) **Insurance.** The Association shall comply with the terms of Article 8 of the Declaration. In addition, because the Condominium is adjacent to a golf course, the Association shall obtain and maintain policies of insurance covering breakage of glass in exterior windows and

doors, regardless of whether the glass is part of a Unit or Common Element.

#### **Article 10. Amendments**

These By-Laws may be amended by the Owners of Units representing at least 67% of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns, without Declarant's express written consent.

#### **Article 11. Mortgages, Statement of Unpaid Assessments**

**11.01 Notice to Association.** Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

**11.02 Notice of Unpaid Assessments.** Upon twenty (20) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in

accordance with law prior to the request for the statement.

**11.03 Notice to Mortgagee.** Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

#### **Article 12. Conflicts**

If any provision of these By-Laws conflicts with the Declaration, the Declaration will control.