

BYLAWS

Nakoma Terrace Condominium Association

The following are the Bylaws of the Nakoma Terrace Condominium Association (the “Association”), a nonstock, nonprofit unincorporated association, located at 4310 and 4314 Nakoma Rd. Madison, WI 53711. These Bylaws are in accordance with the Wisconsin “Condominium Ownership Act” at Wis. Stat. Ch. 703. These Amended and Restated Bylaws (the “Bylaws”) shall supersede and replace the current Bylaws of the Association, as amended, and shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation and administration of the Condominium.

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Article I. Mailing Address

1.01. Address. The mailing address of the Association is 4310 Nakoma Rd. Madison, WI 53711

Article II. Administration

2.01. Form of Administration. The administration of the Nakoma Terrace Condominium Association shall be by an elected Board of Directors whose duties are set forth in these Bylaws.

Article III. Membership

3.01. Membership. All Unit Owners are members of the Association.

3.02. Membership Register.

1. The Association Secretary shall keep a current Membership Register of:
 - a. All Unit Owners of each Unit along with the current mailing and email address(es) for each Unit Owner to which notice of meetings of the Association shall be sent;
 - b. The names and mailing and email address(es) of Mortgagees of any Units;
 - c. The name of the Owner of each Unit designated for voting in the case of multiple owners of a Unit.
 - d. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit and of any change in such Unit Owner's name or current mailing or email address.
2. The Membership Register acts in part as a Registration to vote at meetings. Unit Owners are responsible for notifying the Association Secretary of any changes to the above information. Failure to do so will disqualify the Unit's vote in meetings until rectified.

Article IV. Meetings

4.01. Notification of Meetings.

1. No regular or special meeting of the Association may be held except on at least 10 days notice sent to the email or mailing address of every Unit Owner designated on the Membership List.

4.02. Owners Meetings.

1. Regular Owners Meetings are held bi-annually in the Spring and in the Fall. Specific dates, times and locations are announced not less than 10 days and not more than 60 days before the meeting.
2. The Board of Directors is elected at the Fall meeting.
3. Additional Owners Meetings may be held as needed with the Board's approval.

4. Owners are to submit any topics for the agenda to the President, or any Officer, no later than 5 days before the meeting.
5. The President shall provide an agenda to all Owners no later than 3 days prior to the meeting.
6. The Treasurer shall provide a copy of the proposed budget to all Owners no later than 3 days prior to the Fall bi-annual Owners Meeting.

4.03. Special Owners Meetings.

1. Special meetings of Unit Owners may be called at any time at the request of Board of Directors or at the request of more than fifty (50%) of the Unit Owners.
2. Business conducted at special meetings shall be limited to the subjects stated in the notice of such meeting.

4.04. Board Meetings.

1. Board Meetings are held 1-2 weeks prior to the bi-annual Owners Meetings and within 1 week following the Fall bi-annual Owners Meeting for the purpose of electing Officers.
2. Board of Directors are to submit any topics for the agenda to the President no later than 5 days before the meeting.
3. The President shall provide an agenda to all Board Members no later than 3 days prior to the meeting.
4. The Treasurer shall provide a copy of the proposed budget to all Directors no later than 5 days prior to the Fall biannual Owners Meeting.
5. Directors are to submit any topics for the agenda to the President no later than 24 hours before the meeting.
6. A voting majority of Directors must be present.
7. The act of the majority of the Directors present at a meeting shall be the act of the Board of Directors, unless a unanimous act is required by Law or by these Bylaws.

4.05. Special Board Meetings.

1. Special meetings of the Board of Directors may be called by or at the request of any two directors. Date, time and location of the meeting will be consensually agreed upon.
2. Business transactions shall be limited to the subjects for which the meeting was called.

4.06. Board Actions without Meeting.

1. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

4.07. Meeting Duties.

1. The President presides over the meetings, and in the President's absence, the Vice President presides.
2. The Secretary confirms Membership List.
3. The Secretary counts the Votes.
4. The Secretary keeps the Minutes.
5. Calling the meeting to order.
6. Calling the roll and verifying Owners eligibility to vote.
7. Identifying proxies.
8. Approval of previous meeting's minutes.
9. Treasurer's Report.
10. Committee Reports (if appropriate).
11. Election of Directors (if appropriate).
12. Unfinished Business.
13. New Business.

14. Adjournment.

4.08. Action Without a Meeting.

1. Any action required to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.
2. With the consent of the Owners (See **4.08, 1**), any action required to be taken by the vote of the Unit Owners may be taken without a meeting if:
 - a. the Association delivers a written ballot to every Unit Owner entitled to vote on the matter.
 - b. the written ballot
 - i. sets forth each proposed action,
 - ii. provides an opportunity to vote for or against each proposed action, and,
 - iii. is accompanied by a notice stating
 1. the number of responses needed to meet the quorum requirements,
 2. the percentage of approvals necessary to approve each matter other than election of directors, and,
 3. the time by which the ballot must be received by the secretary of the Association in order to be counted.
3. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
4. Once received by the secretary of the Association, a written ballot may not be revoked.
5. The Secretary will report the results of the vote to the Unit Owners.

Article V. Voting

5.01. Voting Qualifiers.

1. Must be a Unit Owner.
2. Only one vote per Unit (or Officer if a Board Meeting) is allowed.
3. Voter listed on Membership List containing correct information (see **3.02,03**).
4. If the Association has recorded a statement of condominium lien against an Owner which has not been paid at the time of voting, that Owner shall be prohibited from voting.

5.02. Quorum.

1. A majority of qualified voters in person or by proxy, shall constitute a quorum at a meeting of the members.
2. Any majority votes cast at a meeting where a quorum is present shall be decisive of any motion or election unless otherwise stated in the Declaration or Bylaws.
3. Decisions shall be made based on a majority of votes (or the percentage required by law) of those represented in person or by proxy.
4. When less than a quorum are represented at a meeting, a majority of those represented may adjourn the meeting without further notice.

5.03. Proxies.

1. At all meetings of the Association, a Unit Owner entitled to vote may vote by proxy.
2. The Unit Owner must write or email the name of their proxy to the Secretary of the Association, or any other Board Member, before the time of the meeting.

3. The proxy shall be valid for a period of 10 days following its issuance or until the Unit Owner withdraws the proxy in a letter or email to the Secretary of the Association.
4. A proxy may be given to another Unit Owner living in the same Unit.
5. If a voting Owner is not present at a meeting and has not assigned a proxy, then a vote passes by the percentage necessary counting only those present and those who have named a proxy.
6. A Unit Owner may only hold one proxy.

5.04. Voting Designations of Multiple Unit Owners

1. If there are multiple Unit Owners of any single Unit, the Owner designated on the Membership List as the designated voter for that Unit will cast any votes for that Unit.
2. The designated voting Unit Owner for that Unit may designate an alternate Unit Owner of that Unit to be proxy following the Bylaws regarding Proxies (See **5.03, 4**).

Article VI. Board of Directors

6.01. General Powers. The business and affairs of the Association shall be governed and managed by a majority elected Board of Directors consisting of a minimum of 3 Owners.

6.02. Election of Board of Directors.

1. The Board of Directors shall be elected by a majority of Unit Owners during the Fall biannual Owners Meeting.
2. Unit Owners are to submit nominations for Board Directors by email or letter, with the permission of the nominee, to the Secretary no later than 10 days prior to the Fall Owners Meeting. Unit Owners may nominate themselves.

3. Should less than 3 Owners be nominated, then, at the Fall Bi-annual Owners meeting, further nominations may be made.
4. Any member of the association may be a Director of the Association unless a lien is held against that Owner. (See **6.04, 2**)

6.03. Specific Powers and Duties. The Board of Directors of Nakoma Terrace Condominiums, on behalf of the Association and with the approval of the majority of Unit Owners, has the power to:

1. Adopt and maintain Association budgets for revenues, expenditures and reserves;
2. Levy and collect assessments for common expenses from the Unit Owners;
3. Levy and collect fines for non-compliance with the Declaration, Bylaws and/or Rules and Regulations of Owners;
4. Designate depositories and establish accounts for the funds of the Association and determine which officers shall be authorized to withdraw and transfer funds deposited in such accounts;
5. Keep all books and records and prepare accurate reports of all transactions of the Association addressed in the Bylaws;
6. Maintain the Association website if one exists;
7. Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;
8. Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association, hiring only those subcontractors who carry insurance required by law;
9. Hire and supervise any attorney, accountant, or any other independent contractor or service provider, whose services the Board of Directors determines are necessary or appropriate;

10. Incur expenditures equal to or less than \$2,500 for the proper maintenance or repairs of the Common Elements. Expenses greater than \$2,500 shall be first approved by the majority of the Association unless the expense pays for work or services previously agreed upon by the majority of the Association.
11. Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
12. Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
13. Sue on behalf of all unit owners;
14. Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors deems necessary or appropriate;
15. Authorize any Officer or Officers to make contracts and incur liabilities and deliver any instrument in the name of and on behalf of the Association;
16. Regulate and impose charges for the use of the common areas and facilities;
17. Grant easements through or over the common elements;
18. Receive income derived from payments, fees, or charges for the use, rental or operation of the common elements;
19. Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium;
20. Maintain a up-to-date Membership Register (See **3.02**);
21. Elect or Appoint such other officers and assistant officers as may be deemed necessary by the Board of Directors, and such elected or appointed officers may be compensated at the discretion of the Board of Directors.
22. Exercise any other power conferred by the condominium Bylaws.

6.04. Number and Qualifications of Directors.

1. The minimal number of directors of the corporation shall be three.
2. Each director shall be a Unit Owner having no liens held against their Unit by the Association.

6.05. Length of Term. Each Director shall serve a term of one year beginning on January 1, following election, or, until a successor has been elected; until death, until resignation, until said director has been removed in the manner hereafter provided.

6.06. Resignation of a Director. A director may resign at any time by filing his written resignation with the Secretary.

6.07. Removal from Office. A director may be removed from office by affirmative vote of a majority of the members entitled to vote for the election of said director, taken at a special meeting of the Association called for that purpose.

6.08. Vacancy and Replacement.

1. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

6.09. Engagement of a Manager. The Board of Directors may not engage the services of a manager or the selection of said manager without the majority approval of the Unit Owners.

Article VII. **Officers**

7.01. Offices.

1. The principal officers of the Association shall be President, Secretary and

Treasurer, each of whom shall be elected by the Board of Directors at a Board Meeting within 7 days of the election of the Board of Directors.

2. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.
3. Any two or more offices may be held by the same person, except the offices of President and Secretary, and the offices of President and Vice President.

7.02. Election and Term of Office.

1. The Officers of the Association shall be elected annually by the Board of Directors at a Board Meeting within 7 days of the election of the Board of Directors.
2. Placement of the Officers in their roles commences on January 1st of the following year.
3. Transition of duties from the former officers to the newly elected officers will take place between the Fall Board meeting and January 1st of the following year.
4. Each Officer shall hold office for one year until a successor has been duly elected, or until death, resignation, or removal in the manner hereafter provided.

7.03. Removal. Any Officer may be removed by the Board of Directors whenever the best interests of the Association will be served thereby.

7.04. Vacancy. A vacancy in any principal office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term as soon as is practical after the vacancy.

7.05. Compensation. All Officers, by unanimous vote by the members of the Association, may establish reasonable compensation for the Officers for their services to the Association. Appointees of the Board of Directors as assistant(s) may be compensated at the discretion of the Board of Directors.

7.06. President.

1. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association.
2. The President shall preside at all meetings of the Association and of the Board.
3. The President shall have the right to vote on any issue.
4. The President shall provide meeting agendas in the manner stated in Bylaws **4.02, 5 and 4.04, 3.**
5. The President shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, bonds, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business, or which shall be authorized by resolution of the Board of Directors.
6. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7.07. Secretary

1. Minutes
 - a. The Secretary shall keep the minutes of the meetings of the Association and of the Board of Directors. The Secretary shall be custodian of the minute book for the recording of the resolutions of the Association.
 - b. The Secretary will enter meeting minutes into the data storage via the association's web storage provider and in the appropriate file within seven (7) days after any meeting.
2. Notices
 - a. The Secretary shall see that all notices are duly given in accordance with the provisions of the Declaration, or these by-Laws, or as required by law.
3. Membership Register
 - a. The Association Secretary shall keep a current Membership Register. The register will include the mailing address and email address of each Unit

Owner, and in the event of multiple ownership, the person entitled to cast the vote on behalf of the multiple owners at meetings of the Association.

4. Counting of Votes

- a. The Secretary shall count and record votes in the minutes at meetings of the Association.

5. Maintain the posting of pertinent information in each building (garbage pickup schedule, etc.).

6. In general, the Secretary shall perform all duties incident to the office of Secretary and have such other duties and exercises such authority as from time to time may be delegated or assigned by the President or by the Board of Directors.

7.08. Treasurer

1. The Treasurer shall have charge and custody of and be responsible for all funds of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with these By-laws. No checks or funds shall be held more than 2 weeks post receipt.
2. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by the Treasurer or by such other Officer appointed by the Treasurer whose signature is on file at the financial institution of the Association.
3. The Treasurer shall have the responsibility of the safe keeping of the Association checkbook and any charge cards.
4. The Treasurer shall be responsible for collecting monthly assessments from the Unit Owners and informing the Board of Directors of any delinquent monthly assessments.
5. The Treasurer shall be responsible for the assessment and enforcement of Association assessment liens.

6. The Treasurer shall make available to the Owners all financial records via data storage on the association's web storage provider.
7. The Treasurer shall keep in a checking account record detailed, accurate records of the receipts and expenditures affecting the common areas and elements, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred. This information is to be updated at least every 6 weeks.
8. Budget
 - a. The Treasurer will present a proposed budget for the coming year for the purpose of editing to the Board of Directors no later than 3 days prior to the Fall Board meeting.
 - b. The Treasurer will present the edited budget to the owners no later than 3 days prior to the Fall bi-annual Owners Meeting for final approval at that meeting.
 - c. Following final majority approval of the Owners, the budget will be available to the Owners via the association's web storage provider in the appropriate file within seven (7) days after approval.

7.09. Other Officers.

1. The Board of Directors shall have the power to appoint any person to act as assistant to any Officer, or to perform the duties of such officer whenever, for any reason, it is impractical for such Officer to act personally. Any assistant or acting officer appointed by the Board of Directors shall have the power to perform all duties of the office to which the appointment is made, except as such power may be otherwise defined or restricted by the Board of Directors.

7.10. Limited Liability of Directors and Officers

1. A director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed:
 - a. A violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful;

- b. Willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest;
- c. A transaction from which the director or officer derived an improper personal benefit; or,
- d. Willful misconduct.

Article VIII. Finances

8.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

8.02. Transparency.

1. The Treasurer shall make available all financial records in the association's web storage provider and all owners shall have access to this information. These records will include, but are not limited to:
 - a. Checking Account Records
 - b. Savings Account Records
 - c. Reserve Account Records
 - d. Annual Budget
2. Instructions on how to access shall be available from the Treasurer.

8.03. Accounts. The Association shall keep the following accounts at a Federally Insured Banking Institution:

1. Checking
 - a. For the purpose of paying day-to-day expenses.
 - b. Funds in the checking account include all income.
2. Savings
 - a. For the purpose of an emergency fund should an unanticipated expense occur.
 - b. Parameters for use are listed in the Standing Rules **2,a,i**.
3. Reserve
 - a. For the purpose of financing planned capital expenses.
 - b. Funds in the Reserve account are taken from the Owners Fees based on the amount decided by the Owners.

- c. These funds are transferred from the checking account into the Reserve account at the time of the deposit of the Owners Fees.
- d. Dollar parameters are listed in the Standing Rules **2,b,i**.

8.04. Annual Budget.

1. Prior to the Fall bi-annual Owners Meeting, the Treasurer will present a proposed budget for the coming year to the Board of Directors for their approval. See **7.08, a,b,c**.
2. The budget shall include:
 - a. All income including Owner's Fees and Reserve Account Fees.
 - b. Any other income or assessments.
 - c. The amount in the savings and reserve accounts.
 - d. Any common surpluses.
 - e. Anticipated Common expenses.
3. The proposed budget as amended by the Board of Directors shall be presented to the members at the Fall bi-annual meeting of members, and such proposed budget as amended by action of the members and approved by a majority vote at the annual meeting shall be the budget for the Association for the coming year.
4. In the event that the budget is not accepted, necessary changes will be made and presented again for a vote at a special Owners Meeting within 14 days of the initial presentation.

8.05. Annual Assessment Fees.

1. After the budget has been established and approved by the Association, the Board of Directors of the Association shall fix the annual assessment pertaining to each unit for such year.
2. The annual assessment in respect to each unit shall be a percentage of the budget. The percentage pertaining to a particular unit shall be equal to the percentage of undivided interest in and to the limited or general common areas and facilities specified for such unit, depending on the nature of the assessment.

3. The annual assessment shall be paid by the Unit Owners in equal monthly payments, each payment equal to one twelfth of the annual assessment, commencing January 1 of the upcoming budget year.

8.06. Reserve Account Fees.

1. The Nakoma Terrace Condominium Association has established a Reserve Account in a separate bank account for the purpose of paying for capital expenditures.
2. The Reserve Fees are included in the monthly HOA Fees, the amount of which is determined annually as part of the annual budget.
3. Capital Expenditures for Nakoma Terrace Condominium Association may be used for the repair and replacement of common elements, other than routine maintenance.

8.07. Utility Fees

1. All water and sewer fees and the Common Area electric fee are assessed monthly. (See **Article X**).

8.08. Special Assessments

1. If it shall come to the attention of the Board of Directors that the funds to be raised by the annual assessment, or those that are available in the savings account, are not adequate to defray the cost of the expenses for items contained in the annual budget, the Board of Directors shall determine what amount shall be necessary to defray such expenses and such amount shall be assessed against the Unit Owners as an additional annual assessment.
2. The additional expense shall be equally divided among the 8 Units and will be paid as determined by the majority vote of the Unit Owners.

8.09. Emergency Expenditures.

1. Notwithstanding anything herein to the contrary, the Board of Directors or the President may authorize such expenditures as the Board of Directors may determine to be necessary to protect against any happening or occurrence in

respect to which immediate action must be taken, and in view of such necessity, approval of such expenditure by the members would not be feasible.

8.10. Manner of Collecting Assessments

1. Multiple fees may be combined (Annual Assessment Fee, Reserve Fee, Utility Fees), and the combined amount will be referred to as the HOA (Home Owners Association) Fee.

8.11. Surpluses.

1. Any surplus funds left in the budget at the end of the year will be appropriated in the manner determined at the Fall bi-annual Owners Meeting by the majority vote of the Unit Owners.

8.12. Remedies for Nonpayment.

1. Liens may be filed for unpaid assessments, unpaid damages, and unpaid fines and penalties for violations of the Declaration, Bylaws or Association Standing Rules beginning 30 days after the due date.
2. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a unit regardless of whether the unit is occupied, leased, or abandoned.
3. A Statement of Condominium Lien may be filed with the Clerk of Circuit Court within 2 years after the date a payment is due. The Statement shall be signed and verified by an Officer of the Association.
4. Upon full payment of the assessment for which the lien is claimed, the unit owner shall be entitled to a Satisfaction of the Lien to be filed with the Clerk of Circuit Court.
5. Any assessment, or installment thereof, unpaid 7 days or more after the due date, may bear interest charges or late fees from the date when due until paid. (See Standing Rules, 2.e and 17)

6. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.
7. A lien may be enforced and foreclosed by an association in the same manner and subject to the same requirements as a foreclosure of mortgage on real property. The Association may recover costs and actual attorney fees.
8. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such a certificate.

8.13. Fines and Penalties.

1. Any monetary fines and/or penalties issued to an Owner for non-compliance with the Declaration, Bylaws and Standing Rules may result in a lien against that Owner's unit. (See Standing Rule 13).

8.14. Loans.

1. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors.

8.15. Acquiring and Conveying Property.

1. No property may be acquired or conveyed on behalf of the Association unless authorized by or under the authority of a resolution of the Board of Directors.

Article IX. Insurance

1. The Association, through the Board of Directors, shall obtain insurance for the property against loss or damage by fire and such other hazards for not less than full replacement value of the property insured, and shall obtain a general liability insurance policy covering all claims commonly insured against. Insurance coverage shall be written on the property in the name of the Association as Trustee for each of the Unit Owners in the percentages established in the

Declaration. Premiums shall be a common expense. Provisions for insurance shall be without prejudice to the right of each unit owner to insure their own unit for personal benefit.

2. The policies of insurance shall contain provisions waiving subrogation rights against unit owners, members of their households, the Association, its employees, and its Officers and Directors. Upon request, the Board of Directors shall furnish Unit Owners and their mortgages copies of the Insurance policies or other proof of insurance coverage.
3. The policies of insurance shall contain a Severability of Interest Endorsement which shall preclude the insurer from denying the claim of a condominium Unit Owner because of negligent acts of the condominium association, of owners, or other unit owners.
4. The policies of insurance shall contain a standard mortgage clause naming or to name the mortgagee, if any, of each condominium unit. The clause must provide that the Insurance carrier notify each mortgagee at least 10 days in advance of any reduction or cancellation of insurance.

Article X. Utilities

10.01. Water, Sewer

1. Each building will be billed separately for water and sewer usage until such times as meters for the same are installed for each unit. The costs of these utility services shall be divided amongst the owners of the units within the building based upon the number of occupants in each unit.
2. See Standing Rules **2,a** for method of collection.

10.02. Electric

1. The cost for electrical services to the Common Areas are billed separately for each building. The owners of the 4 units in each building shall be responsible for one-fourth of the bill for their building.

2. Personal electric to each unit is on separate meters and each unit will be billed for their use by the Madison Gas and Electric Company.
3. See Standing Rules **2,a** for method of collection.

Article XI. Maintenance and Repairs

11.01. Process

1. It is the responsibility of all Unit Owners to report any need for maintenance and/or repair of the Common Elements to any Officer(s) of the Association.
2. The Officer(s) will investigate the report and determine the need for action.
3. The Board of Directors will approve of any action necessary to remedy the problem.
4. The Board of Directors will then secure the means of the maintenance or repair, whether by hiring a subcontractor to do the work or by any other means.
5. If the maintenance or repair constitutes an emergency and thus immediate action is required to prevent further damage, or to ensure safety or security, and if the maintenance or repair requires the hiring of a subcontractor, three bids will not be necessary for the sake of expediency. Hiring an insured subcontractor will be attempted if expedient.

11.02. Responsibilities of Board of Directors/Association

1. The Board of Directors shall be responsible for the management and control and the maintenance and repair of the Common Areas and Facilities and the Limited Common Areas and Facilities.
2. The Board of Directors shall employ snow removal services. See Standing Rules 3.a in regard to extent of these services.

3. The General Common Areas and Facilities and Limited Common Areas and Facilities shall be maintained in good, clean, and attractive order and repair, and the Association shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities.
4. The Association (All Unit Owners) are responsible for the costs of maintenance and repair services for the General Common Areas and Facilities.
5. The costs of maintenance, repair and upkeep of the Limited Common Areas are the responsibility of the Unit Owners residing in the building receiving the maintenance or repairs. Exceptions can be made per Board approval if the same or similar work is being contracted in both buildings, in which case the costs would be born equally among all Units.

11.03. Responsibilities of Unit Owners

1. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.
2. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all improvements constructed within the Unit, a Unit being described in the Declaration, and within the Limited Common Area designated for their sole use, except to the extent any repair cost is paid by the Association's insurance policy.
3. Any improvements which affect the outside appearance of the Unit, including windows, screens, or entrance door must be in aesthetic conformity with existing window, screens, or entrance doors, unless otherwise authorized by the Board of Directors.
4. Each Unit and the Limited Common Area designated for their sole use, shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to:
 - a. create a dangerous or potentially dangerous, unsafe, or unattractive condition,
 - b. or creates a condition that results in damage to the Common Elements,

- c. or interferes with the pleasant possession and proper use of the Condominium by Unit Owners,
- d. or would cause an increase in the premiums for insurance required to be maintained by the Association,

the Association will issue a written notice and the Owner has 14 days to make necessary corrections. On the fifteenth day following issuance of the written notice to the Unit Owner of such Unit, the Association shall have the right to inspect the Unit, to correct such condition if not done by the Owner, to enter into such Unit for the purpose of doing so, and the Unit Owner(s) of such Unit shall promptly reimburse the Association for the costs thereof. All amounts due for such work shall be paid within ten (10) days after receipt of emailed or written notification of cost, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment. Unpaid assessments may result in a lien filed against the Unit. (See **Article 8.12** regarding liens.)

- 5. Owners are responsible for the maintenance of the doors into and out of individual condo units, sole use basement storage closets and interior and exterior garage doors. (Amended to be included on April 20, 2023 at Owners Meeting.)

11.04. Damage Caused by Unit Owners

- 1. Damages to the Common Elements and caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.
- 2. Damages include but are not limited to soiling, breaking, and marring.
- 3. The damaged area or items must be restored to it's previous condition unless otherwise authorized by the Board of Directors.
- 4. If restoration is not completed within a reasonable amount of time as determined by the Board of Directors, restoration will be hired out and the expenses will be charged to the Owner responsible plus a **\$100** fine will be charged.

Article XII. Units

12.01. Alterations of Units.

1. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations do not jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit.
2. A Unit Owner may not change the dimensions of a Unit or any portion of the Common Elements without obtaining the prior written permission of the 75% of Association, which permission may be denied at the sole discretion of the Association.
3. Any Association approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.
4. No alterations are permitted that connect two Units, such as doorways or staircases.
5. The garages and basement storage closets are Limited Common Elements. Any alterations, installations or the adding of fixtures made by the Unit Owner to whom they are assigned must be approved in writing by the Board of Directors.

12.02. Nuisances and Undesirable Situations.

1. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful and pleasant possession and proper use of the Condominium by the Unit Owners.

2. No activity shall be allowed on the Property that would cause an increase in the premiums for insurance required to be maintained by the Association.
3. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist.
4. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

12.03. Reporting of Liens.

1. A Unit Owner shall give notice to the Association of all liens, lawsuits or other proceedings which may affect the title to that unit within ten days after the Unit Owner receives knowledge thereof.

Article XIII. Limited Common Area and Elements

13.01. Storage.

1. Storage Closets.
 - a. Assigned storage closets are limited common areas and are located in the basement of each building.
 - b. The unit number each closet is assigned to is on the door to that closet.
 - c. No structural changes or additions or installations may be made to the closets without the approval of the Board of Directors.
 - d. No changes are permitted which increase the cost of utilities or insurance to the Association without the approval of the Board of Directors.
 - e. No changes are permitted which create a dissimilar outward appearance to other like structures.
 - f. Unit owners are responsible for the care maintenance of their storage closet. (See 9.03 b)
2. Garages.
 - a. Garages are assigned (See Declaration, Article V.) and are limited common areas.
 - b. No structural changes or additions or installations may be made to the garages without the approval of the Board of Directors.

- c. No changes are permitted which increase the cost of utilities or insurance to the Association without the approval of the Board of Directors..
 - d. No changes are permitted which create a dissimilar outward appearance to other like structures.
 - e. Unit owners are responsible for the care and maintenance of their garages.
3. Other Storage.
- a. There shall be no obstructions of the common areas or limited common areas, including stairways, halls and landings, nor shall anything be kept or stored on any part of the general common areas or limited common areas without written consent of the Association.
 - b. An item or equipment belonging to an Owner which that owner has made available for the use of all Owners in that building is permitted in the Limited Common Area of the basement only with approval of all Unit Owners in that building.

13.02. Laundry Facilities.

- 1. A washer and dryer is provided in the basement of each building.
- 2. Rules in regard to laundry facilities use are listed in Standing Rules #14.

Article XIV. **Sale of Units**

14.01. Sale Conditions.

- 1. Any unit owner desiring to sell his/her unit shall give written or emailed notice to the Board of Directors of his/her intent to sell.
- 2. Any sale of a unit by an owner shall include the access to and usage of the general and limited common areas and facilities as described in the Declaration.
- 3. Once a deed is transferred to a purchasing unit owner, that owner is then subject to the provisions of this Declaration, the By-Laws, and Rules and Regulation, understanding that these documents may be amended from time to time.

4. A copy of all Association Declarations, Bylaws, Rules and Regulations are to be given to any buyer prior to closing and said buyer must sign an agreement saying that he/she has read them and agrees to abide by them.

Article XV. Leasing of Units

15.01. Leasing Conditions.

1. No unit may be rented, leased or offered as a rental or lease property except when the Owner has listed the property for sale, and is actively marketing it throughout the entire time of the lease by means of:
 - a. advertising the unit for sale by the owner,
 - b. listing the unit with a professional real estate brokerage firm, or
 - c. utilizing another generally accepted method of marketing real property.
2. No unit may be rented, leased or subleased for a term of greater than six (6) months.
3. No unit may be rented, leased or subleased, nor may any rental agreement, lease or sublease of a unit be renewed, without the written consent of the
 - a. Association or its Board of Directors, which written consent shall be secured at least five (5) days prior to the execution of the rental agreement, lease or sublease.
4. Consent given by the Board of Directors may, within three (3) days of the granting of such consent, be revoked by a written resolution signed by seventy-five percent (75%) of the unit owners entitled to vote.
5. There shall, however, be no limit on the number of times a rental agreement, lease, or sublease may be renewed through consent by the Board of Directors and agreement of seventy-five percent (75%) of the unit owners entitled to vote.
6. The owner of a unit shall, as a condition to its being rented, leased or subleased:
 - a. Provide the Association with a copy of any and all rental agreements, leases or subleases concerning the unit, and
 - b. provide proof at the request of the Association, that the unit is being actively marketed.

7. At no time may more than three (3) of the units simultaneously be used and/or offered as lease or rental properties.
8. Before a tenant occupies a unit, the unit owner shall provide a copy of the Association's Declaration, Bylaws and Standing Rules to the tenant and said tenant must sign an agreement saying that he/she has read them and agrees to abide by them.
9. It is the Unit Owner's responsibility to ensure his/her tenant complies with the governing documents.
10. If a tenant of a unit commits a violation of the Association's Bylaws or Standing Rules that results in a charge, fine, or assessment imposed by the Association, the tenant is liable for the charge, fine, or assessment.
11. If an association imposes a charge, fine, or assessment as a result of a violation by a tenant of a unit in the condominium, the association shall give notice to the tenant by means of U.S. mail, email or in person, as well as to the owner of the unit occupied by the tenant. The notice shall include all of the following:
 - a. The nature of the infraction.
 - b. The amount of charges, fines, or assessments for which the tenant is liable.
 - c. Notice that if the tenant fails to pay the association the amount for which the tenant is liable within 30 days after the tenant receives the notice, the Owner is liable to the Association for the amount unpaid by the tenant although the tenant may be liable to the unit owner for any amounts the unit owner pays.

15.02. Leasing Exceptions.

1. Any request for an exception to the leasing Bylaw, is subject to the approval of the Board of Directors and subsequently to 75% of the remaining Unit Owners.
2. Failure of the Board to grant an exception within twenty-one (21) days of receipt of an Application for Exception by a member of the Board shall constitute a rejection of the application.

Article XVI. Enforcement of Condominium Documents

1. Unit Owners, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, shall abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all Standing Rules of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by the Board of Directors.
2. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken.
3. In case of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any Standing Rule of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender directly or by email.
4. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including issuing fines, removing the offense, if applicable, at the Unit Owner's expense, or taking legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation.
5. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorney fees.
6. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the Standing Rules of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

Article XVII. General Provisions

These Bylaws are subject to all provisions of the Declaration and the Wisconsin Condominium Ownership Act. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act in effect on the date of the adoption of these Bylaws.

Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

Except as otherwise may be provided in the Wisconsin Condominium Ownership Act, notices to any Unit Owner that are to be hand delivered or mailed or emailed in accordance with these Bylaws shall be deemed to have been given

- (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association; or
- (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery; or
- (c) in the case of emailed notices, on the date indicated within the email sent to the email address on file with the secretary of the Association.

Article XVIII. Amendments

1. These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners. WI Statute 703.10 (5).
2. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.
3. Copies of any amendments will be sent to all Owners.