

**BY LAWS  
OF SADDLE RIDGE ASSOCIATION, LTD.  
AS AMENDED AND REWRITTEN  
October 1, 2024**

**ARTICLE I**

**Name and Purpose**

- 1.1** Pursuant to the Articles of Incorporation of Saddle Ridge Association, Ltd., and the Condominium Declaration for Saddle Ridge recorded in the Office of the Register of Deeds for Columbia County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of Saddle Ridge Association, Ltd., (hereinafter "Association"), which is a non-profit, non-stock corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin.

**ARTICLE II**

- 2.1 Members.** All current owners of units in SADDLE RIDGE ASSOCIATION LTD. Shall be members of the association, and membership in the Association shall consist exclusively of all of the unit owners. Land contract vendees shall be deemed to be unit owners.
- 2.2 One Membership and One Vote per Unit.** One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the nomination contained in the Membership List. Each Unit in the condominium shall have one, unitary vote on matters decided by the Association. Where there are two or more owners of a Unit, they must decide how the Unit vote is cast.
- 2.3 Membership List.** The Association shall maintain a current Membership List showing the owners of each unit, the address to which notice of meeting of the Association shall be sent, the name and address of any person (including a mortgagee or land contract vendor, if appropriate) mortgagee or land contract vendee person designated to cast the one vote pertaining to such unit. Only the person so designated shall be entitled to cast the one vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

- 2.4 Transfer of Membership.** Upon conveyance of a unit, membership in the Association shall be transferred to the new owner. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.
- 2.5 Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of the votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members, unless provided elsewhere under the Act. Proxies shall be valid only for a particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, 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 is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.
- 2.6 Time, Place Notice and Calling Members' Meetings.** Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.
- 2.7 Annual and Special Meetings.** The annual meeting shall be held during the last two weeks of September at a time and place designated by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all vote entitled to be cast.

## ARTICLE III

### Board of Directors

- 3.1 Number and Qualifications of Directors.** The Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they separately hold office as set forth in paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association.
- 3.2 Powers and Duties of the Board of Directors.** The affairs of the Association including management and operation of the condominium property shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Articles of Incorporation and the By Laws and shall include approving expansions and enclosures under section 8.3 of the Declaration. In considering approving expansions and enclosures, the Board of Directors shall consider, among any other issues it deems relevant, the appropriateness of the proposed change for the Unit involved, whether the change has any impact on the use and enjoyment of other Units or services to other Units and the Condominium, the aesthetics of the proposed change in relation to the Unit and the remainder of the Condominium, whether the contractor making the change is financially responsible and properly insured, the addition is constructed to code and has been properly inspected and that the remainder of the Units and the condominium are protected from liability, including construction liens.
- 3.3 Election and Term of Directors.** At the first annual meeting of the Association the members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:
- (a) Two (2) directors whose term will expire after one (1) year, at the next annual meeting of the Association.
  - (b) Two (2) directors whose term will expire after two (2) years, at the second annual meeting of the Association after their election.
  - (c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the of the Association after his/her election.

The successors of the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or 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 class of directors shall expire in each year.

- 3.4 Vacancies of Board.** Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.
- 3.5 Removal of Directors.** At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and successor may then and there be elected to fill the vacancy thus created.
- 3.6 Regular Meetings and Notice.** A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.
- 3.7 Special Meetings and Notice.** Special meeting of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting. The Board of Directors may act by unanimous written consent without having a formal meeting. A meeting of the Board of Directors may be in person or by real time electronic communication which allows participation and interaction by those present. In the event action is taken without a formal meeting, the Secretary shall reduce the actions to minutes form and they shall be subject to approval as minutes at the next meeting of the Board.
- 3.8 Waiver of Notice.** Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.9 Quorum of Directors-Adjournment.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

**3.10 Fidelity Bonds.** The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on any such bonds shall be paid by the Association.

## ARTICLE IV

### Officers

- 4.1 Designation, Election and Removal.** The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two (2) or more officers, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.
- 4.2 President.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors and shall count votes at meetings of the Association. He 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 designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such authority as are designated by the Board of Directors.
- 4.3 Vice-President.** The Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors. The Vice-President is also authorized to sign contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provision herein, should the need arise.
- 4.4 Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's Membership List and records, and shall in general, perform all the duties incident to the office of Secretary. The Secretary is also authorized to sign contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provision herein, should the need arise.

- 4.5 Treasurer.** The Treasurer shall have the responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He/she shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer is also authorized to sign contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provision herein, should the need arise.
- 4.6 Liability of Directors and Officers.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him/her as director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent person would have exercised or used under the circumstances in the conduct of his/her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he/she has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he/she may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.
- 4.7 Compensation.** No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

## ARTICLE V

### Operation of the Property

- 5.1 The Association.** The Association, acting through the Board of Directors, shall be responsible for administration, management and operation of the condominium property, in accordance with the Articles of Incorporation and these By Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium as elsewhere herein provided.
- 5.2 Rules and Regulation.** 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 areas and facilities also referred to herein as Common Elements by the unit owners and occupants. Such rules and

regulations of the Association shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate.

**5.3 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 assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall except as provided in sec. 5.4 be assessed against the unit and allocated equally and evenly among all the units and respective unit owners of the Association. The assessments shall be made on an annual basis and shall be pro-rated and due monthly. Payments received the seventh (7th) day of the month or later will be assessed a "late payment charge" of twenty-five dollars (\$25.00). Each subsequent fifteen (15) day period will result in an additional twenty-five dollar (\$25.00) assessment. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

**5.4 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 at least annual frequency, such as amounts required for the cost of maintenance and repair of the common areas, management services, insurance, common services, administration, materials and supplies, provided that that portion of the assessments relate to the premiums carried by the Association for fire and extended coverage shall be allocated among the Units based on their relative value.

The reserve fund shall be maintained in a separate account and any drafts written on it shall require two signatures, at least one of which must be an officer of the Association. The reserve fund account may be divided into two parts, restricted funds and contingency funds. Restricted funds shall be used only for planned periodic expenses and amounts transferred which are required for such expenses in a fiscal year shall be shown in the annual budget as income from reserves and the work to be done shall show as an expense item in the annual budget. Contingency funds may be used to pay unanticipated annual expenses in excess of budget allocation. In either event, there may be no transfer of out of reserve funds without action of the Board of Directors.

The reserve fund may also be used to discharge construction liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but 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, although the obligation of the unit owner is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the owner responsible therefore.

The annual budget shall be prepared and determined by September 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they based and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such assessments, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposed the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two (2) years.

**(a) Insurance.** The Association shall make assessments against the unit owners, as well as the units themselves, for the cost of the insurance based on the relative value of that unit. Each unit, and the owners thereof, shall be assessed equally for all other common expenses in the manner provided by the By Laws of the Association.

**5.5 Default and Liens.** All assessments, until paid, together with interest and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. 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 file liens therefore and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by



any officer of the Association. The owners of a unit against which a lien had been filed shall not be entitled to vote at Association meetings until the lien has been paid in full. If a lien is filed against a Unit which is subject to an action to foreclose a first mortgage against the Unit, the Association may collect no more than six (6) months of delinquent assessments from the mortgagee or the purchaser at the foreclosure sale. Once ownership has been confirmed in a new owner following foreclosure, the Unit is once again fully responsible for all assessment from that date forward.

**5.6 Property Manager.** The day-to-day operation of Saddle Ridge Association, Ltd. may be conducted through the office of Property Manager.

**5.7 Watering Policy.** In an effort to conserve water and to exercise prudent management of resources, the Board of Directors may, at its discretion, establish a watering policy for unit owners of the Association. The Board of Directors may, at its discretion, institute penalties and fines for failure to comply with established watering policy.

**5.8 Application for Expansion/Enclosure.** A unit owner applying for approval to expand the owner's Unit or enclose the Limited Common Areas appurtenant to the Unit shall file with the Board of Directors details of the proposed work including identification of the area involved and its relationship to adjacent Units and Condominium improvements, a written description of the proposed work and a sketch of the work once completed, the materials to be used and their color and texture, the name and address of the contractor who will do the work, and a statement from the contractor disclosing its insurance coverage (including builders risk, liability and workers compensation) and agreeing that any construction lien rights arising from the work will affect the Unit and its percentage interest in the Common Areas and Facilities only. Notice of the proposed work shall be given to all unit owners and they shall be given a reasonable period of time to make comments on the proposal. The Board of Directors shall have the final determination to grant or deny approval of an application.

## ARTICLE VI

### Repairs and Maintenance

**6.1 Individual Units.** Each unit owner shall be responsible for keeping the interior of his/her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair with respect to his/her unit and certain of its appurtenant limited common areas as is more fully set forth hereinafter.

**6.2 Limited Common Area-Description.** A portion of the common areas and facilities are designed as "limited common areas" as shown, in part, in the

Condominium Plat of Saddle Ridge. Such limited common area shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the Condominium. Such limited common areas are identified on the Condominium Plat of Saddle Ridge. Unit owners may plant flowers or shrubs along the exterior of their unit and walkways subject to rules adopted by the Association.

**6.3 Common Areas and Facilities.** Except as provided in section 8.3 of the Declaration, the common areas and the facilities shall consist of all of Saddle Ridge, improvements and appurtenances, except the individual units and fixtures therein. The Association shall be responsible for the management and control of the common and limited common areas and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive, and sanitary condition and order, except to the extent individual unit owners are responsible therefore as provided hereinafter with respect to certain limited common areas. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common and limited common areas:

- (a) All painting, repairing, restoration, and maintenance of building exteriors and roofs, including garage, entryways, and steps but not including garage doors, windows and screens.
- (b) General repair, maintenance, repair or replacement of exterior fixtures including gutter, downspouts and mail boxes.
- (c) Landscaping, tree pruning, grass cutting, edging and trimming.
- (d) Fertilizing and weed control as required.
- (e) Repair, replacement maintenance, or restoration of roads, drives, sidewalks, driveways, retaining walls and the apron in front of the garage.
- (f) Snow removal and salting and/or sanding of roads and drives.
- (g) Maintenance, repair and restoration as necessary of sanitary sewer systems.
- (h) Maintenance and repair of water systems.

**6.4 Owner Maintenance and Limited Common Elements.** Each unit owner, at his/her sole expense shall be responsible for keeping the limited common elements

appurtenant to his/her unit, as previously defined, and the interior of his/her unit and of its equipment, fixtures, and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for any repair, maintenance, decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his/her unit and the limited common area appurtenant to his/her unit. Without in any way limiting the foregoing, in addition to decorating and keeping the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, fireplaces and chimneys, doors and windows (including replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including compressor), dishwashers, disposals, laundry equipment such as washers and dryers, garage door openers, interior/exterior electrical wiring and fixtures, door bells, and those parts of the unit lying outside of its perimeters or other equipment which may be in, or connect with, such as porches and decks, the unit or the limited common area appurtenant to the unit and any damage caused to the unit for failing to maintain such equipment or failure to properly heat the unit in the winter time. Each owner shall be responsible for snow and ice removal from the sidewalk and cement apron in front of his/her garage constituting a part of the limited common area appurtenant to his/her unit.

- 6.5 Association Services.** The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common areas that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefore.

## ARTICLE VII

### Duties and Obligations of Unit Owners

- 7.1 Rules and Regulations.** The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Articles of Incorporation, these By Laws, and the Rules and Regulations of the Association, including the following: The Board of Directors may adopt and amend rules which it will promulgate and publish annually for the unit owners.
- 7.2 Maintenance and Repair of Units.** Every unit owner must perform properly or cause to be performed all maintenance and repair work within his/her own 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 or to adjoining unit owners, as the case may be, for any damages caused by his/her failure to do so.
- 7.3 Limited Common Elements.** Every unit owner must maintain the limited common areas appurtenant to his/her unit in clean and proper condition in

accordance with the provisions of these By Laws. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common area appurtenant to his/her unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association.

**7.4 Leasing.** Owner occupancy of Units at the Condominium will enhance the sense of community among the owners, promote care in the use of the Common Elements and upkeep of the Units consistent with the quality of the Condominium, and maintain property values at the Condominium. In order to promote owner occupancy of Units, while recognizing that leasing may be necessary or desirable under certain circumstances. Units are limited to five (5%) within the Association to be leased/rented meaning no more than six (6) units.

a. Ownership of a Residential Unit at the Condominium as an investment, is discouraged while ownership as a personal residence or recreational home for the owners and the owners' family is a goal of this Association.

b. Any lease of a Residential Unit shall be for a term of not less than six (6) nor more than twelve (12) months and must be in writing and for a fixed term. The Board of Directors may grant variances as to the length of a lease in its sole discretion.

c. Any lease of a Residential Unit shall include a promise by the tenant to comply with the Declaration of the Condominium and the By Laws and Rules and Regulations of the Association and a provision making the tenant subject to the same enforcement procedures under the condominium documents as a Unit Owner. The Unit Owner shall provide the tenant with copies of the Declarations, By Laws and Rules and Regulations.

d. A copy of every lease of a Residential Unit shall be filed with the Association. The Unit Owner leasing a Residential Unit shall maintain with the Association during the term of the lease an address and phone number through which the owner can be contacted, the phone number of the tenant and, if the tenant will not be occupying the Unit as a primary residence, the address of the tenant's primary residence.

e. Any Unit Owner leasing a Residential Unit shall remain fully responsible for the actions of the tenants of that Unit and may be subject to discipline under the Condominium documents for any infractions of damages caused by the tenants, including having any cost or expense incurred by the Association for such infractions or damages specially allocated to the Unit

as an assessment. Upon notice to the Unit Owner of any infractions or damage caused by the tenants, the Unit Owner shall take appropriate action under the circumstances.

f. No tenant may assign or sublet the tenant's rights under the lease of any Residential Unit at the Condominium.

g. Section 703.315 of the Wisconsin Statutes shall apply to all leases at the Condominium.

**7.5 Enforcement.** To assist the Board of Directors in the enforcement of the Declarations and the Association's By Laws and its Rules and Regulations the Board of Directors may elect to create a Judicial Committee to receive, screen and hear complaints of violations. If a Judicial Committee is not created then the Board of Directors will assume these duties.

**a. Composition.** The committee when formed shall have five members consisting of one current director, who shall chair the committee and four (4) other Unit Owners. Members shall serve for staggered three year terms.

**b. Purpose.** The purpose of the committee shall be to receive and evaluate complaints of violations of the Declarations, of the By Laws, of the Rules and Regulations and to make recommendations to the Board of Directors about the existence of any such violations and sanctions to be imposed for violations.

**c. Procedure.** All complaints received by the Association of the violations described in sub. (b) shall be referred to the committee for evaluation or to the Board if the committee does not exist. The committee of the Board may also evaluate situations involving potential violations of which it has knowledge. The committee or the Board shall obtain such information as may be available on the alleged violation by whatever means it deems most effective. It may receive documentary evidence to hold hearings to assist in this process. The committee or Board shall act as promptly as is consistent with the proper and thorough performance of its duties. The party who is alleged to have committed the violation or the Unit Owner responsible for such party shall have the right to be heard by the committee or the Board to present documentary evidence to the committee or the Board.

**d. Action.** The committee or Board shall act by majority vote and make a written report to the Board of Directors if the committee is functioning if it is not the Board will make a written report for its records. The committee may recommend dismissal or the Board may elect to dismiss the complaint if its allegations are not proved to the committee or Board's satisfaction

or the imposition of sanctions or other action by the Association if the allegations are proved. A copy of the report shall be sent to the Unit Owner alleged to have committed the violation or responsible for the party alleged to have committed the violation. The Unit Owner may submit a written statement to the Board of Directors in support of or opposition to the committee or Board's report at least ten (10) days prior to the meeting at which the report is considered. The Board of Directors shall consider the report at its next regular meeting which is at least thirty (30) days after its receipt of the committee's report or at a special meeting at which this issue is on the agenda. The Board of Directors shall make the final decision on the violation, which need not be the same as that recommended by the committee. If the Board of Directors finds that a violation has occurred, it may warn or advise the affected Unit Owner, order the abatement of the violation on terms determined by it, or impose sanctions in the form of a fine. Fine amounts will be found in the Rules and Regulations.

**7.6 Penalties.** Upon receiving a complaint that a violation of Saddle Ridge Association's By Laws or upon observation of a violation by any unit owner or the occupant of any unit the President of the Board of Directors or Vice-President shall cause the following to happen:

- (a) First violation within any 12 month period. A warning letter shall be sent to the unit occupant explaining the violation and the future consequences if the violation is repeated. If the occupant of the unit is not the owner of the unit and is the cause of the violation, a copy of the warning letter shall be sent to the unit owner.
- (b) Second violation within any 12 month period. If the occupant of the unit is not the owner of the unit and is the cause of the violation, a copy of the letter informing of the assessment shall be sent to the unit owner. If the assessment had not been paid within 30 days after the next regularly scheduled meeting of the Board of Directors, a lien and the cost associated with the lien will be filed against the unit.
- (c) Third and subsequent violation within any 12 month period. If the occupant of the unit is not the owner of the unit and is the cause of the violation, a copy of the letter informing of the assessment shall be sent to the unit owner. If the assessment has not been paid within 30 days after the next regularly scheduled meeting of the Board of Directors a lien and costs associated with the lien will be filed against the unit.
- (d) Fines for violations of By Laws or Rules and Regulation shall be delineated in the current edition of the Rules and Regulations.

- (e) The unit owner or occupant of the unit who committed the alleged violation shall have the opportunity at the next regularly scheduled meeting of the Saddle Ridge Association Ltd. Board of Directors to request a hearing on the matter. If no hearing is requested or if the action is not reversed by the Board of Directors, the assessment will stand against the unit, even if committed by an occupant that is not an owner.

## ARTICLE VIII

### General

- 8.1 Fiscal Year.** The fiscal year of the Association shall begin on the first (1st) day of October and end on the last day of September in each year.
- 8.2 Address.** The mailing address of the Association shall be 937 Saddle Ridge, Portage, Wisconsin 53901 or the address of the Property Manager. The Board of Directors shall publish from time to time the preferred mailing address as previously described.

## ARTICLE IX

### Amendments

These By Laws may be materially altered, amended or repealed and new By Laws adopted only by an affirmative vote of not less than sixty-seven percent (67%) of the total allocated votes in the Association.

## ARTICLE X

### Miscellaneous

- 10.1 Record of Ownership.** Every unit owner shall promptly cause to be duly recorded or file the record of deed, assignment or other conveyance to him/her of such unit or other evidence of his/her title thereto.
- 10.2 Mortgages.** Any unit owner who mortgages his/her unit or any interest therein shall notify the Board of Director of the name and address of his/her mortgagee, and also of any release of such mortgage, and the Secretary shall Maintain all such information in the membership list of the Association. The Board of Directors at the request of any mortgagee or any 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.
- 10.3 Indemnity of Officers and Directors.** Every person who is or was a director

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

All liability, loss damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided however, that nothing in the Article X contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him/her under and by virtue of the Wisconsin Unit Condominium Ownership Act, the Articles of Incorporation and By Laws of the Association, as a member of the Association, or owner of a condominium unit.

**10.4 Notices to Mortgage Holder, Insurers and Guarantors.** With respect to any holder, insurer or guarantor of a mortgage on any unit which sends to the Association a written request stating both its name and address and the unit number or address of the unit which it has a mortgage, the Association shall provide timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the condominium or the unit securing it mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and,



**10.5 Subordination.** These By Laws are subordinate to all the provisions of 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 meanings as in said Unit Ownership Act Condominium Ownership Act.

**10.6 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. 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 unit owners.

-End of By Laws-