

**Amended and Restated By-Laws
Of
O'Dell's Bay Community Association, Ltd.**

**Article I.
Name and Location**

The name of the corporation is "O'Dell's Bay Community Association, Ltd.", hereinafter referred to as the "Association." The principal office of the Association shall be located at W5240 North Osprey Drive, New Lisbon, Wisconsin 53950, but meetings of Members and Directors may be held at such places within the State of Wisconsin as may be designated by the Board of Directors.

**Article II
Definitions**

Section 1. "Association" shall mean and refer to O'Dell's Bay Community Association, Ltd, its successors and assigns.

Section 2. "By-laws" shall mean the By-laws of the Association and any amendments thereto.

Section 3. "Common Area" shall mean and refer to all real property, at any time, owned in fee by the Association and held for the common use and enjoyment of the Owners pursuant to the Declaration, and to all improvements thereon.

Section 4. "Common Facilities" shall mean and refer to any and all property or rights in property, other than the Common Area, including, but not limited to, items of tangible personal property, fixtures, easements, permits, or rights-of-way, at any time or owned by the Association and held for the common use and enjoyment of Owners and made subject to this Declaration.

Section 5. "Declarant" shall mean and refer to Wisconsin River Power Company, a Wisconsin corporation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for O'Dell's Bay, dated April 27, 1989 and recorded in the office of the Register of Deeds of Juneau County, Wisconsin on May 2, 1989.

Section 7. "Land" shall mean all of the real property described in Exhibit A to the Declaration, to the extent it has been added to the Association.

Section 8. "Lot" shall mean and refer to a single residential building Lot subject to the Declaration whether originally denominated as such or created pursuant to provisions of the Declaration dealing with the aggregation of building lots.

Section 9. "Owner" or "Member" shall mean and refer every person or entity who is the beneficial owner of an undivided interest in any Residential Unit which is subject to the Declaration including contract buyers; but not excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Residential Unit" shall mean and refer to a single residential unit and any and all interests appurtenant thereto which is subject to the Declaration, whether said unit is a separate single residential lot, with or without improvements; a single residential lot containing a residence which shares common wall(s) with other single residences; or a single residential unit within a building.

Article III **Meetings of Members**

Section 1. Annual Meetings. The Board of Directors shall set the date and time for each year's annual meeting. The meeting date and time shall be posted not less than 60 days prior to in the association office. If no date and time are set by the Board of Directors, then the meeting shall be on the 2nd Tuesday of November at 6 PM.

The agenda for each Annual Meeting shall include the election of directors; the presentation of reports by the President and Treasurer of the Association and by each of the standing committees referred to in Article X hereof; and such other businesses as the Board of Director shall determine.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least (21) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association unless otherwise set forth in the Declaration. The Association shall maintain a current roster of names and addresses of every Member. Each Member shall furnish the Association with his or her name and current mailing address. No Member may vote at meetings of the Association until this information is furnished. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast fifty percent (50%) of the entire number of votes entitled to be cast. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as foresaid shall be present or be presented.

Section 5. Proxies. At all meetings of Members, each vote may be cast in person or by proxy. All proxies shall be writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Residential Unit.

Section 6. Majority Votes. Except as may be otherwise required by the provisions of these By-laws or the Declaration, all action required or permitted to be taken by or pursuant to a vote of the Members at any meeting which quorum is present shall be taken in accordance with the majority vote of Members present in person or by proxy.

Article IV **Voting Rights of Members**

Section 1. Voting Rights. With respect to any and all Association matters to be conducted in accordance with the vote, consent or approval of Members. Members shall be entitled to cast one vote, or grant one consent or approval, for each Residential Unit owned. With respect to any Residential unit owned by more than one Member, the vote or consent incident to such Residential Unit shall be exercised as such Members may determine, but in no event shall more than one vote or consent be cast with respect to any Residential Unit.

Section 2. Suspension of Voting Rights. The voting rights of any Member may be suspended by action of the Board of Directors, pursuant to Section 1(b) of Article VIII of these By-laws.

Article V **Board of Directors: Selection: Term of Office**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association. The initial number of directors, who shall serve until their successors are elected as hereinafter provided, shall be three (3). There shall be a minimum of three (3) and a maximum of nine (9) directors.

Section 2. Term of Office. At each of the first two annual meetings of the Association, the Owners shall elect one director whose term of office shall be two (2) years. At the expiration of the term of each such director, and successively thereafter, a successor shall be elected for a term of two years. All other directors shall be elected to terms of one year. Directors shall hold office for the period of their respective terms, or until their successors are elected as provided herein.

Section 3. Vacancy. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Article VI **Nomination and Election of Directors**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be

a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting, and such appointment shall be announced at each annual meeting. The initial Nominating Committee shall be appointed as determined by the initial Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Director as it shall in its discretion determine, but not less than the number of vacancies that are required to be filled. Additional nominations may also be made from the floor by and Owner or Owners.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. As provided in Section 2 of Article V hereof, one director will be elected at each annual meeting to serve for a term of two years; a separate vote shall be taken to fill such vacancy. In electing one or more Directors for two year terms, Members or their proxies shall submit one ballot that shall provide for the selection of as many individual candidates as there are vacancies to be filled. Cumulative voting is not permitted. Ballots containing the names of fewer candidates than there are vacancies will be counted; provided, however that each candidate will be deemed to have received only one vote for each ballot on which his or her name is inserted or marked. The persons receiving the largest number of votes shall be elected. In the event of a tie vote which prevents the filling of a vacancy, a run-off election between the tied candidates shall be conducted in the same manner as set forth above.

Article VII

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Failure to hold a quarterly meeting shall have no impact, however, on the legality or existence of the Association.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, a written waiver of notice of the meeting is signed by each Director present at the meeting who objected to the transaction of business thereat because the meeting was not duly called or convened. All such waivers shall include the same information as would have been required in a proper notice of the meeting, and shall be filed with and made a part of the minutes of the meeting.

Section 4. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Action Without a Meeting. Any action which may be taken at a meeting of Directors may be taken without a meeting if all Directors shall consent in writing to such action. Such consent shall have the same force and effect as a unanimous vote of the Directors, at a meeting duly convened.

Article VIII
Powers of and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

- (A) Adopt, publish and enforce the rules and regulations, including governing the use of the Common Area and Common Facilities, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof to the extent not covered by Art. VIII, Section 4 below;
- (B) Suspend the voting rights and right to use of the recreational facilities by a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations until such time that all assessments and fines are paid and all infractions cured or corrected.
- (C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;
- (D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (E) In furtherance of their powers and duties hereunder, to employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (A) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members;
- (B) Supervise all officers, agents and employees of this Association, to see that their duties are properly performed;
- (C) As more fully provided in the Declaration, to;
 - (1) Fix the amount of the annual assessment against each Residential Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send at least thirty (30) days advance written notice of each assessment to every Owner subject thereto; and

(3) File a lien on any Owner who has not paid any assessment within 5 months of the assessment date and, in the discretion of the Board, foreclose that lien against any property for which assessments are not paid within sixty (60) days after due date, or bring an action at law against the Owner personally obligated to pay the same.

(D) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(F) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(G) Cause the Common Area and Common Facilities to be maintained.

Section 3. Enforcement of Articles, Declaration and Rules.

(A) Violations of the Articles of Incorporation, Declaration or Rules may be reported to:

- (1) The policy, if the violation is an infraction of any law; or
- (2) The Board of Directors

(B) A Violation reported to the Board of Directors must be in writing and must contain the following:

- (1) Name of offender and address, if known.
- (2) Violation observed and brief description thereof.
- (3) Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrence.
- (4) Name, address and telephone number of the reporting Unit Owner or Resident.

(C) Upon receipt of a Complaint the Board shall attempt to resolve the matter by:

- (1) Obtaining voluntary payment of an appropriate fine as per the Penalties Section of these rules, and/or

- (2) Obtaining voluntary correction of the violation, and/or
- (3) Any other solution to which the complainant, the alleged offender and/or the Board agree

(D) If the Board is unable to resolve the matter, the matter shall be submitted to the Grievance Committee.

(E) Grievance Committee Rules and Procedures

- (1) The Grievance Committee shall consist of a member of the Board of Directors, who will act as the Chairperson, and three to six members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- (2) Each member at large shall serve for two (2) years.
- (3) For any grievance hearing, the Chairperson and three (3) of the six (6) members at large shall serve. A majority vote of the Committee will determine the action and decisions of the Committee. The Chairperson shall not cast a vote except to break a tie.
- (4) Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.
- (5) Upon receipt by the Grievance Committee of a grievance, the Chairperson shall proceed as follows:
 - a. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - (i) Of the time, place and date of a hearing before the Grievance Committee.
 - (ii) Of the right to counsel.
 - (iii) That evidence shall be received and a record made whether or not the party complained against attends.
 - (iv) That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.
 - (v) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.
 - b. The hearing shall be divided into two (2) sections:
 - (i) The hearing.
 - (ii) The determination and decision.

The Hearing Section shall be open to only the Committee, Board of Directors, the parties involved, their attorneys and witnesses.

The Determination and Decision Section of the meeting shall be open only to the Committee. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.

- c. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Committee Chairperson, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 - d. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.
 - e. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- (6) The decision of the Grievance Committee is final, non-appealable and binding upon all parties.

Section 4. Fines & Remedies

- (A) Each violation of the Rules, By-laws or Declaration shall be punishable by all means set forth in the Rules, By-laws or Declaration or any law and/or by one or more of the following:
- (1) A written reprimand;
 - (2) A fine in an amount not to exceed \$500, plus administrative costs of \$35, plus \$30 per day that the violative conduct persists, plus reasonable attorney fees.
 - (3) By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be born by the Unit Owner.
 - (4) Loss of use of the Association recreational facilities.
- (B) All Members shall be responsible for all actions of their guests, tenants, and tenants' guests.
- (C) The remedies set forth in these By-laws shall in no way limit or restrict any other remedies or rights as set forth in the Declaration or under the law and shall not be exclusive, but shall be in addition to all other remedies.
- (D) In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a Member or defend any claim or

allegation by a Member, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Member all of its costs and expenses, including reasonable attorney fees.

Article IX

Officers and Their Duties

Section 1. **Enumeration of Offices.** The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. **Term.** Each of the officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. **Multiple Officers.** No person shall simultaneously hold more than one office, except that (i) the offices of Secretary and Treasurer may be held by the same person, and (ii) any person, including the holder of any of the offices enumerated in Section 1 of this Article, may hold one or more of the special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

(A) **President** The President shall preside at all meetings of the Association and of the Board of Directors; shall see that orders are carried out and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.

(B) **Vice-President** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(C) **Secretary** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

(D) **Treasurer** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall: disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget, balance sheets, and a statement of income and expenditures to be presented to the Members at the regular meeting, and cause to be delivered a copy of each to the Members; and shall provide assistance to the Finance Committee in connection with the conduct of its affairs.

Article X **Committees**

Section 1. The Association may have the following standing committees:

Nominating Committee
Recreation Committee
Maintenance & Insurance Committee
Architectural Committee
Finance Committee

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more additional persons, and shall include a member of the Board of Directors. The committees shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominating Committee shall have the duties and functions described in Article VI of the By-laws.

Section 3. The Recreation Committee shall advise the Board of Directors in all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determine.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair and improvement of the Common Area and Common Facilities of the Association; shall periodically review the adequacy of the insurance coverage afforded the Association and advise the Board of Directors; and shall perform such other functions as the Board in its discretion, determine.

Section 5. The Architectural Control Committee shall have duties and functions described in Article X of the Declaration. It shall monitor any proposals, programs or activities which may adversely affect the value of the Common Area and the Common Facilities and shall advise the Board of Directors regarding Association action on such matters.

Section 6. The Finance Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the Membership at its regular annual meeting. The Treasurer shall provide the Committee with such assistance as the Committee may reasonably request.

Section 7. With the exception of the Nominating Committee, and those duties of the Architectural Control Committee which are governed by Article X of the Declaration, each committee shall have the power to appoint a subcommittee from among its Membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 8. It shall be the duty of each committee to receive complaints or requests from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall act upon such complaints or requests as appropriate, or refer them to such other committee, director or officer of the Association as may be authorized to act upon the subject matter thereof

Article XI

Books and Records

The books, records and papers of the Association shall, upon reasonable notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any Member during normal business hours, at the principal office of the Association.

Article XII

Assessments

As more fully provided in the Declaration, the Association may levy regular or special assessments, which shall, until paid, be (i) secured by a lien upon the Residential Units in respect of which such assessments are levied, and (ii) the personal obligation of the Owners of such Residential Units. Any assessments not paid within thirty (30) days after the due date shall be assessed a 5% late fee and bear interest from the due date at the compound rate of one percent (1%) per month. The Association may bring an action at law against the Owner personally to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such

judgment shall include interest on the assessment as above provided, and actual attorney fees, together with the costs of the action. No owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Residential Unit.

Article XIII **Corporate Seal**

The Association shall have no corporate seal.

Article XIV **Amendments**

Section 1. These By-laws may be amended, at a regular or special meeting of the Members, by vote of a majority of the Members present in or by proxy; provided, however, that any amendment affecting the voting rights of Members shall be approved by at least a two-thirds vote of Members present in person or by proxy.

Section 2. In case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of conflict between the Declaration and these By-laws, the Declaration shall control.

Article XV **Fiscal Year**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.