

**BY-LAWS  
OF  
STORY HILL PLACE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1  
NAME AND PURPOSE**

**1.1** Pursuant to the Articles of Incorporation of Story Hill Place Homeowners' Association, Inc., and the Declaration of Restrictions, Easements and Protective Covenants for Story Hill Place Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter the "Declaration"), the following are adopted as the By-Laws of Story Hill Place Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association" or the "Corporation"), which is a non-stock corporation formed and organized to serve as an association of Lot Owners who own Lots and improvements (hereinafter the "Property"). All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Declaration.

**1.2** These By-Laws shall be deemed covenants running with the land and shall be binding on the Lot Owner, their heirs, administrators, personal representatives, successors and assigns.

**ARTICLE 2  
MEMBERS, VOTING AND MEETINGS**

**2.1** Members. The rights and qualifications of the members are as follows:

2.1.1 Defined. Members of the Association shall be all Lot Owners in Story Hill Place Subdivision (the "Subdivision"). Every Lot Owner upon acquiring title to a Lot under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his or her ownership of such Lot ceases for any reason, at which time his or her membership in the Association shall automatically cease.

2.1.2 One Membership and Vote Per Lot. One membership and one vote shall exist for each Lot. If title to a Lot is held by more than one person, the membership and vote related to that Lot shall be shared by such Lot Owners in the same proportionate interests and by the same type of tenancy in which the title to the Lot is held. Voting rights may not be split, and shared membership interests with regard to a single Lot must be voted by one person pursuant to the designation of that person contained in the Membership List. If a Lot is leased, the lessor shall be entitled to cast the vote appurtenant to the Lot; if a Lot is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the Lot. In the event of a dispute, the Association shall be entitled to rely upon the ownership of the Lot as set forth in the Register of Deeds' Office of Milwaukee County, Wisconsin, and the Association may require a member to prove ownership before counting such vote. Notwithstanding the provisions of this section, if the Association has filed a lien against a Lot and the amount

necessary to release such lien has not been paid at the time of an Association meeting, the owners of such Lot shall not be entitled to vote at such meeting.

2.1.3 Membership List. The Association shall maintain a current membership list (the "Membership List") showing the membership pertaining to each Lot, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Lot, if any, and the person designated to cast the vote pertaining to such Lot. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or 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 Lot.

2.1.4 Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance of that Lot. Membership in the Association may not be transferred, except in connection with the transfer of a Lot. Upon transfer of a Lot, 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 Lot, date of transfer, name of the person designated to vote, the mortgagee of the Lot, if any, 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 the transfer. The Association may provide membership certificates to its members.

2.2 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of a majority of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the 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.

2.3 Act by Majority. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Declaration or Wisconsin law.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Lot Owners, to each member at his or her address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Committee.

2.5 Annual and Special Meetings. The annual meeting shall be held on or about the second \_\_\_\_\_ in \_\_\_\_\_ of each year 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 Committee and must be called by such officer upon receipt of a written request signed by members with no less than thirty percent (30%) of the votes in the Association.

**ARTICLE 3**  
**BOARD OF DIRECTORS (“COMMITTEE”)**

**3.1** Powers and Duties of the Committee. The affairs of the Association, including management and operation of the Subdivision, shall be governed by the Committee. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Committee. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

**3.2** Initial Committee. The initial Committee, hereinafter referred to as the “Interim Committee” shall consist of three (3) persons, appointed by Developer, who need not be members of the Association, to serve until control of the Association passes to the Lot Owners pursuant to the terms of the Declaration.

**3.3** Number and Qualifications of Directors. After control of the Association passes to the Lot owners pursuant to terms of the Declaration, the Committee (hereinafter referred to as the “Committee”) shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Committee shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

**3.4** Election and Term of Directors. At the first annual meeting of the Association after Association control passes to the Lot Owners, the members shall elect three (3) directors as follows:

3.4.1 One (1) director who shall be each elected to a one (1) year term with such term expiring at the second annual meeting of the Association;

3.4.2 One (1) director who shall be each elected to a two (2) year term with such term expiring at the second annual meeting of the Association after such director’s election.

3.4.3 One (1) director who shall be each elected to a three (3) year term with such term expiring at the third annual meeting of the Association after such director’s election.

3.4.4 The successors to the 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 terms of such directors are staggered.

**3.5** Vacancies on Board. Vacancies on the Committee 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.

**3.6** 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 membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

**3.7** Annual Meeting and Notice. An annual meeting of the Committee shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of electing officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Committee shall not be required.

**3.8** Regular Meetings and Notice. The Committee may provide by resolution for regular or periodic meetings of the Committee, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

**3.9** Special Meetings and Notice. Special meetings of the Committee 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.

**3.10** Waiver of Notice. Before, at or after any meeting of the Committee, 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 Committee shall be a waiver by him or her of notice of the time and place thereof. If all of the directors are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

**3.11** Quorum of Directors - Adjournments. At all meetings of the Committee, 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 Committee. If, at any meeting of the Committee, 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.

**3.12** Fidelity Bonds. The Committee may require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

## **ARTICLE 4** **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 Committee and shall be selected from among the members of the Committee. Upon the

affirmative vote of a majority of the members of the Committee, any officer may be removed, either with or without cause, and his or her successor shall be elected at a regular meeting of the Committee, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Vice President, or a combination of the offices of President and Secretary, may be held by the same person.

**4.2** President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Committee. He or she 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 Committee, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provision herein. The President shall perform such duties and have such other authority as may be delegated by the Committee.

**4.3** Vice-President. The Vice-President shall take the place of the President and perform his or 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 Committee shall appoint some other member of the Committee to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Committee.

**4.4** Secretary. The Secretary shall keep the minutes of all meetings of the Committee and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and the issuance of membership certificates for the Association.

**4.5** Treasurer. The Treasurer shall have 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. The Treasurer 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 Committee. 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 shall count votes at meetings of the Association.

**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 or her as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man or women would have exercised or used under the circumstances in the conduct of his or 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 or she had reasonable grounds to believe to be true. The Association shall, to the fullest extent permitted or required by Sections 181.041 to 181.053, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment only to the extent such amendments permits or requires the Association to provide broader indemnification rights than prior to the amendment, indemnify its directors and officers. The foregoing shall not

be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Committee may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Committee 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 5** **DEVELOPER CONTROL**

**5.1** Notwithstanding any other provisions contained in these By-Laws, the Developer, its successors and assigns, shall have the right at its option to appoint and remove the members of the Interim Committee and officers of the Association and to amend the By-Laws and rules and regulations of the Association until the earlier of all Lots are sold. Each owner of a Lot in the Subdivision shall be deemed by acceptance of any deed to any Lot to agree, approve and consent to the right of the Developer to so control the Association.

## **ARTICLE 6** **OPERATION OF THE PROPERTY**

**6.1** The Association. The Association, acting through the Committee, shall be responsible for administration, maintenance, management and operation of the Subdivision property, in accordance with the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Committee, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$3,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association shall contract for management services or a managing agent with respect to the administration and operation of the subdivision.

**6.2** Rules and Regulations. The Association, through the Committee, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Lots and the Common Areas by the Lot Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Lots and the Common Areas by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Lots, shall conform to and abide by all such rules and regulations. The Association through its Committee shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Committee, in each case by an affirmative vote of fifty percent (50%) or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Committee if the rule or regulation so adopted so provides.

**6.3** Common Expenses. The Committee shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Lot to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the Lots and allocated among the members of the Association according to their respective percentages of ownership in the Common Area of the Subdivision as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in quarterly or monthly installments as determined by the Committee. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest as specified in the Wall Street Journal (or a comparable publication if the Wall Street Journal is no longer published), determined as of the first day of each month, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Lot Owner or occupant 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 Committee.

**6.4** Operating Budget. The annual operating budget shall provide for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the Common Area, management services, water and sewer charges, insurance, administration, materials and supplies. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Committee, the directors may levy further assessment(s) against the Lot Owners. The annual budget shall be prepared and determined by December 1<sup>st</sup> of each calendar year. The Committee shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Lot by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

**6.5** Objections to Budget. If within fifteen (15) days after the delivery of the budget to the members a petition is presented to the Committee protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the Association votes, 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 Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes 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 years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

**6.6** Reserve Fund. The Committee may establish a reserve fund for the purpose of maintenance, repair and replacement of improvements located on the Common Area of the Subdivision. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Lot, if resulting from action by the Association. The Lot 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 of any Lot if such maintenance and repair, although the obligation of the Lot Owner, is necessary to protect the Common Areas. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Lot Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Lot Owners in subsequent years.

**6.7 Working Capital Fund.** Developer, in its discretion, may establish and maintain a working capital fund in an amount equal to at least two months of estimated monthly assessments for the Association. If Developer establishes a working capital fund, each purchaser of a Lot from Developer shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount designated by the Committee. Amounts paid under this section shall be non-refundable, except that Developer may reimburse itself as individual Lots are sold, and shall not be considered advance payments of installments of regular assessments, but shall be maintained as working capital and kept in a segregated account. The working capital fund may not be used by Developer to defray Developer expenses, reserve contributions or construction costs nor may Developer may apply any of the working capital fund against Association budget deficits occurring during the period of Developer control. Upon the expiration of Developer control, this fund, to the extent monies are remaining, shall be deposited in the reserve fund.

**6.8 Commencement of Payments.** The first installment of a regular assessment for each and every Lot shall be due and payable on the date of recordation of the first instrument of conveyance to a Lot Owner, with subsequent installments due on the first day of each month thereafter. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Developer for the Association. Notwithstanding the foregoing, Developer may pay only twenty-five percent (25%) of the installment otherwise due and payable on Developer owned but unoccupied Lots for the first sixty (60) days following the conveyance of the first Lot. Installments for partial months shall be prorated.

**6.9 Default and Liens.** All assessments, until paid, together with interest at the prime rate (as described in Section 6.3) and actual costs of collections, constitute a lien on the Lots on which they are assessed and on the undivided interest in the Common Area 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 Committee, in the name of the Association, may file liens therefor and bring suit for an on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, 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 Lot against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.



**ARTICLE 7**  
**REPAIRS AND MAINTENANCE**

**7.1** Individual Lots. Except as otherwise provided in Section 7.3, below, each Lot Owner, at his or her sole expense, shall be responsible for keeping his or her Lot and all improvements thereon in good order, condition and repair and in a clean and sanitary condition.

**7.2** Common Areas and Facilities. The Association shall be responsible for the management and control of the Common Areas, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Lot Owners are responsible therefor. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Lot Owner, or the tenant, guest or agent of a Lot Owner and not covered by insurance, in which case such expense shall be charged and specially assessed to such Lot Owner), for accomplishment of the following specific items of maintenance and repair with respect to Common Areas:

- All cleaning, painting, repair, restoration and general maintenance of improvements located on the Common Area or on easements for the Lot Owners' benefit.
- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required, on the Common Area or on easements for the Lot Owners' benefit.
- Maintenance, repair or restoration of any roads, walks, and surface parking areas which are a part of the Common Area or on easements for the Lot Owners' benefit.
- Snow and ice removal with regard to roads, walks, and surface parking areas which are a part of the Common Area or on easements for the Lot Owners' benefit.

**7.3** Association Services. The Association may provide any service or maintenance requested by a Lot Owner with respect to individual Lots that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefor. If so determined by a majority vote of the Lot Owners, the Association shall perform maintenance on the Lots, including but not limited to snow and ice removal from sidewalks and driveways, lawn mowing and maintenance, planting and maintenance of flower beds, and repair and resurfacing of sidewalks and driveways, in which case the Committee and its agents and contractors shall have an easement over and on the Lots for the purpose of providing such repair and maintenance.

**ARTICLE 8**  
**DUTIES AND OBLIGATIONS OF LOT OWNERS**

**8.1** Rules and Regulations. The Lots and the Common Areas shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

8.1.1 Use. No Lot Owner shall occupy or use his or her Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests, except as hereinafter provided. No trade or business shall be conducted on the Subdivision or from any Lot, except that the owner of a Lot may use one or more rooms of a residence on a Lot as a "home office" as permitted by so long as the owner continues to use the Lot as a private residence and except that the Developer may use and occupy various Lots as "model lots" and sales offices as provided in the Declaration.

8.1.2 Occupancy. Lots in the Subdivision shall not be used or occupied by any person or group of persons for a period of less than 30 consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the Lots which would involve multiple occupancies by different persons or groups of persons.

8.1.3 Leases. Lot Owners in the Subdivision (except for Developer, who shall not be restricted in its ability to lease Lots) may lease their homes located on Lots only pursuant to the following terms and conditions:

- The lease must be in writing, signed by the owner and the tenant and upon a form approved by the Association.
- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.
- Prior to the beginning of the lease term, the owner must give the Association notice of the names and permanent address of the tenant, and the term of the lease.

8.1.4 Parking, Vehicle Maintenance and Obstructions. No overnight outdoor parking of trucks, trailers, boats, campers or recreational vehicles shall be allowed at any time. No parking of non-operating automobiles or other vehicles will be permitted outside of an indoor parking garage. Overhead garage doors shall be maintained in a closed state except as necessary to permit ingress and egress. No person shall occupy, park or otherwise use a vehicle so as to block access. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision, except washing of cars in driveways or maintenance performed within a garage. No playground equipment, bicycle racks or other obstructions may be placed on the Common Area except as the Association permits by rule or regulation. The Developer shall have the right to utilize parking areas

and to designate reserved parking spaces and overflow parking areas in connection with its sales efforts until the last Lot is transferred.

8.1.5 Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or in any of the Common Areas, except that a maximum total of two dogs and/or domesticated cats per Lot may be kept as household pets by Lot Owners and except for small fish kept in a fish bowl or aquarium within a Lot, provided any such pets are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same. A pet shall not be allowed at large within the Common Areas and all household pets shall always be leashed and within the immediate control of a person at all times when outside of any building. All droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other Lot Owners or occupants.

8.1.6 Obstructions. No person shall cause or permit the Common Areas to be used as to deny any Lot Owner or occupant the full use of the Common Areas.

8.1.7 Increase of Insurance Rates. Nothing shall be done or kept on any Lot or in any of the Common Areas which will increase the rate or cancel any insurance on the Common Areas, or which would be in violation of any law or ordinance, without the prior consent of the Association.

8.1.8 Noxious and Illegal Activity. No noxious, offensive or illegal activity shall be carried on in any Lots or in the Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

8.1.9 Hanging of Items. The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of the structures located on the Lots is prohibited, except for reasonable holiday decorations.

8.1.10 Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Areas, except upon the written consent of the Association.

8.1.11 Installation of Items and Storage. No awnings, canopies, shutters, enclosures, windows or doors, outside radio or television antennas, satellite dishes, fixed grills or any other exterior equipment or fixtures of any kind shall be installed unless first approved by the Association. Common Areas, shall not be used for storage of any kind, including, but not limited to, the storage of trailers, campers, camping trucks, boats or other marine craft, motorcycles, mopeds, snowmobiles, and motorized vehicles, baby carriages, bicycles or wagons.

8.1.12 Waste. Lot Owners shall keep their Lots clean and litter free. No garbage containers shall be permitted to remain at the pickup site for more than twelve (12) hours after pickup. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be

situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout the Subdivision. Such right shall be exercised by written notice to the Lot Owners who shall then be responsible for obtaining such uniform receptacles at the individual Lot Owner's expense. Each Lot Owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Lot Owner shall hold harmless and indemnify the Association and each other Lot Owner for the indemnifying Lot Owner's failure to observe this section.

8.1.13 Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

8.1.14 Enforcement. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$50 per violation to be charged and assessed by the Association uniformly against Lot Owners who violate or whose guests or occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Lot and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

**8.2** Association Rules. The Association, acting through the Committee, may approve or distribute to Lot Owners additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Committee from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the Lot Owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these By-Laws may be amended only as provided in Article 10.

## **ARTICLE 9** **GENERAL**

**9.1** Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

**9.2** Address. The mailing address of the Association shall be 809 E. Pearson Street, Milwaukee, Wisconsin 53202, until such time as Developer has sold all Lots in the Subdivision, at which time a new mailing address may be designated by the Association.

**9.3** Seal. The Corporation shall have no seal.

**ARTICLE 10**  
**AMENDMENTS**

**10.1 By Members.** These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Lot Owners having sixty-six percent (66%) or more of the votes in the Association.

**10.2 Rights of Declarant.** No amendment of these By-Laws shall alter or abrogate the rights of Developer as contained in these By-Laws.

**ARTICLE 11**  
**MISCELLANEOUS**

**11.1 Record of Ownership.** Every Lot Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Lot or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his or her title to the Committee, and the Secretary shall maintain all such information in the Membership List of the Association.

**11.2 Mortgages.** Any Lot Owner who mortgages his or her Lot or any interest therein shall notify the Committee of the name and address of his or 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.

**11.3 Statement of Assessments.** The Committee or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any Lot or interest therein, shall provide a statement to such person as to the amount of any assessments against such Lot then due and unpaid, within ten (10) business days after such request is received.

**11.4 Indemnification of Officers and Directors.** The Corporation shall, to the fullest extent permitted or required by the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Section 11.4 and not otherwise defined herein shall have the meaning set forth in the Statute.

**11.5** The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the Corporation would be obligated to indemnify or advance Expenses to

such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

**11.6 Subordination.** These By-Laws are subordinate and subject to all provision of the Declaration and any amendments thereto and laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except when clearly repugnant to the context) shall have the same meanings as in the Declaration.

**11.7 Interpretation.** In case of 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 the Committee to conduct or engage in any active business for profit on behalf of any or all of the Lot Owners.