

BYLAWS OF WARNER CREEK CONDOMINIUM
OWNERS' ASSOCIATION, INC.

(REVISED EFFECTIVE NOVEMBER 11, 2014)

ARTICLE I

PURPOSE

1.1 Purpose. The Warner Creek Condominium Owners' Association, Inc., hereinafter referred to as the "Association", is hereby formed as an incorporated association of the unit owners of The Condominiums at Warner Creek, hereinafter referred to as the "Condominium". The Association shall be responsible for the management, maintenance, operation and administration of the Condominium in accordance with the Wisconsin Condominium Ownership Act, the Declaration of Condominium (the "Declaration"), these Condominium Bylaws (the "Bylaws") and duly adopted rules and regulations of the Association.

1.2 Applicability. Every unit owner, tenant and occupant of units, and their employees shall comply strictly with these Bylaws and with the rules and regulations adopted under these Bylaws, as the Bylaws or rules and regulations are amended from time to time, and also with the covenants, conditions and restrictions set forth in the Declaration of Condominium. Failure to comply with any of the Bylaws, rules, regulations, covenants, conditions or restrictions, shall constitute grounds for action to recover sums due, or for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE II

MAILING ADDRESS OF ASSOCIATION

2.1 Mailing Address. The mailing address of the Association shall be its registered office as declared and updated, from time to time, on the records of the Wisconsin Department of Financial Institutions.

ARTICLE III

MEMBERSHIP

3.1 Membership. Each unit owner shall be a member of the Association, and no other person or entity shall be entitled to membership.

3.2 Roster of Unit Owners. The secretary of the Association shall maintain a current roster of names and addresses of every unit owner. Every unit owner shall furnish the Association with his or her name and current mailing address to which notice of meetings of the Association shall be sent.

3.3 Voting. Unit owners shall be entitled to vote on matters required or permitted to be voted on by them by the Wisconsin Condominium Ownership Act, the Declaration of Condominium or these Bylaws only by and through the whole vote allocated to each unit by the Declaration.

3.4 Proof of Ownership. Any person, on becoming a unit owner, shall furnish to the secretary of the Association a copy of the recorded instrument vesting that person with an interest or ownership in the unit, which copy shall remain in the files of the Association.

3.5 Designation of Voting Representative-Proxy. If the unit is owned by one person as evidenced by the proof of ownership to be furnished pursuant to paragraph 3.4 above, he or she shall have the conclusive right to vote the entire vote allocated to his or her particular unit by the Declaration. If record title to a unit is held by more than one person, such multiple owners shall, from time to time, execute a proxy appointing and authorizing one natural person to attend all annual and special meetings of the Association, and at such meetings, to cast the whole vote appertaining to the unit so owned. If a unit is owned by a legal entity, such unit owner shall designate the natural person authorized to cast the vote appertaining to such unit. Any proxy shall be effective for a period of eleven (11) months following its issuance, unless a different period is expressly provided therein.

3.6 Annual Meeting. The annual meeting of the Association shall be held on the first Monday of October of each year or on such other date as may be designated by the Association in the written notice of the meeting. At such annual meetings, among other things, members of the Board of Directors shall be elected.

3.7 Special Meetings. Special meetings of the Association for any purpose or purposes, may be called by any officer of the Association, or any one or more members of the Association.

3.8 Notice of Meetings. No annual or special meeting of the Association may be held except on at least ten (10) days, but no more than sixty (60) days, advance written notice specifying the purpose or purposes of the meeting and the time and place of the meeting. Such written notices shall be personally delivered or mailed to every unit owner at the address shown on the roster of the Association. Notices which are mailed shall be deemed

delivered when so deposited in the United States mail with first class postage prepaid. Meetings of the Association may be held without such advance written notice only if waivers of notice of time, place and purpose of the meeting are duly executed by all unit owners.

3.9 Quorum. A majority of the votes entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Association. If a quorum is present, the affirmative vote of the majority of the votes represented at the meeting and entitled to vote on the subject matter shall be the act of the Association.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Number, Qualification and Term of Office. The affairs of the Association and the operation of the Condominium shall be governed by a Board of Directors consisting of five (5) persons, all of whom shall be unit owners. Their election shall be as follows:

The term of each director shall be for two (2) years. The terms of two directors and the terms of three directors shall expire at every other annual meeting whereupon their successors shall be elected by the unit owners.

4.2 Annual Meeting. 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 Association. At such annual meeting, among other things, the directors shall elect officers of the Association for the ensuing year. Such regular annual meeting may be held without notice.

4.3 Special Meetings. Special meetings of the Board of Directors may be called, from time to time, by, or at the request of, the president of the Association or shall be called by the secretary of the Association on the written request of any one director.

4.4 Notice of Meetings. No special meeting of the Board of Directors may be held except on at least three (3) days' advance written notice personally delivered or mailed to every member of the Board of Directors with such notice designating the purpose or purposes for such meeting and the time and place of such meeting or unless waivers of notice of time, place and purpose of the meeting are duly executed by all members of the Board of Directors.

4.5 Quorum and Voting. The majority of the directors then in office shall constitute a quorum for the transaction of business at any annual or special meeting. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

4.6 Vacancy. A vacancy with respect to a director to be elected or who should be elected by the Association may be filled by the affirmative vote of a majority of the directors remaining in office, even though such remaining directors may be less than a quorum. Each director so elected shall hold office until the next annual meeting of the Association and until his successor assumes office.

4.7 Removal of Director. A director elected by the Association may be removed from office, with or without cause, at any special meeting of the Association, duly called for that purpose as provided in these Bylaws, by a majority vote of unit owners present in person or by proxy at a duly constituted meeting. At such meeting, a successor or successors may be elected by the majority vote of the unit owners present in person or by proxy, or if any such vacancy is not so filled, it may be filled by the remaining directors.

4.8 Powers and Duties of Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and the Association except such powers and duties as by law or the Declaration or these Bylaws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners. The Board of Directors shall have full powers and authority necessary for the complete enforcement and administration of the Condominium and the Association pursuant to the provisions of the Wisconsin Condominium Ownership Act, the Declaration of Condominium, these Bylaws and the rules and regulations adopted hereunder, including but not limited to the following:

- (a) to formulate policies, make operational decisions, and adopt rules and regulations governing the administration, management, operation and use of the Condominium property including interpretation of the condominium instruments, the Bylaws, rules, and other documents relating to the Condominium or the Association;

- (b) to provide for the designation, hiring and removal of employees and other personnel necessary to administer the affairs of the Condominium and the Association;
- (c) to engage the services of a managing agent who shall manage and operate the Condominium upon such terms and for such compensation and with such authority as the Board of Directors may determine and approve;
- (d) to obtain insurances for the Condominium and the Association;
- (e) to provide for the maintenance, repair and replacement of the common elements of the Condominium (the "Common Elements") and payment therefore recognizing that the Declaration provides for the payment of certain maintenance, repair and replacement costs of the limited common elements of the Condominium (the "Limited Common Elements") to be borne solely by the unit owner(s) having the exclusive use of such Limited Common Elements;
- (f) to acquire or provide any capital additions and/or improvements to the Common Elements of the Condominium only after such capital acquisitions, additions or improvements and related items are approved by the affirmative vote of not less than seventy-five percent (75%) of the members of the Board of Directors;
- (g) to prepare an annual budget for the Condominium and submit said budget to the Association and to provide for the assessment and collection of the Condominium assessments from each unit owner in proportion to their percentage interests;
- (h) to keep books and records with respect to all monies collected and expended;
- (i) to borrow funds for a term not exceeding one (1) year, but for such Condominium purposes and only upon such terms as are approved by the majority vote of the members of the Association;
- (j) to make contracts in connection with the exercise of any of the powers and duties of the Association. Unless the Board of Directors shall, from time to time otherwise determine, all contracts shall be executed by the president or a vice president, and the treasurer or secretary;

(k) to establish committees to study and advise the Board of Directors of the Association on Association matters per the request of the Board of Directors;

(l) to exercise all other powers and duties necessary or convenient to fulfill its purposes and responsibilities hereunder;

4.9 Compensation. No director shall receive compensation from the Association for acting as such, but a director shall be entitled to reimbursement from the Association as a common expense, reasonable out-of-pocket disbursements made by him or her in the performance of his or her duties.

4.10 Liability of Board Members. The members of the Board of Directors shall not be liable to the Association or to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or action taken in bad faith or plainly contrary to the clear and express provisions of the Wisconsin Unit Ownership Act, the Declaration and these Bylaws.

ARTICLE V

OFFICERS AND AGENTS

5.1 Number. The officers of the Association shall be a president, vice president, secretary and treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall from time to time elect. Such officers must be unit owners or, if the unit owner is a legal entity, owners of such legal entity. Any two or more offices may be held by the same person, except the offices of president and secretary, and the offices of president and vice president.

5.2 Election of Officers and Term of Office. The officers of the Association shall be elected annually by the affirmative vote of the Board of Directors at each annual meeting of the Board of Directors.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board of Directors called for such purposes.

5.4 President. The president shall be a member 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 the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of such an association, including, but not limited to, the power to appoint such committees from among the unit owners from time to time as he may, at his discretion, decide are appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board or by the unit owners at any regular or special meetings.

5.5 Vice President. The vice president shall have all the powers and authority and perform all the functions and duties of the president, in the absence of the president, or his inability for any reason to exercise such powers and functions or perform such duties; and such other powers and duties as the Board of Directors or the president shall delegate to him or her.

5.6 Secretary. The secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association and shall be responsible for counting votes at such meetings; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all the duties incident to the office of secretary and as is provided in the Declaration and the Bylaws.

The secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such member and his or her undivided interest in the Common Elements. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5.7 Treasurer. The treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts or shall receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a managing agent has the responsibility of collecting and disbursing funds, the treasurer shall review the accounts of the managing agent not less often than once each calendar quarter.

5.8 Managing Agent. The Board of Directors may appoint on behalf of the Association a managing agent, who may be a natural person or a legal entity, and may contract with or employ such person to manage and administer the Condominium and Association on such terms and conditions as

the Board of Directors deems suitable and advisable. In the event a managing agent is appointed, the Board of Directors may delegate to such managing agent, by contract or otherwise, such of its powers of administration over the Condominium and Association as it deems suitable and advisable and which are not inconsistent with the provisions of the Wisconsin Unit Ownership Act, the Declaration or these Bylaws.

5.9 Compensation. No officer shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as a common expense for reasonable out-of-pocket disbursements made by him or her in the performance of his or her duties.

5.10 Liability of Officers. No officer shall be liable to the Association or to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for such officer's own individual willful misconduct or action taken in bad faith or plainly contrary to the clear and express provisions of the Wisconsin Unit Ownership Act, the Declaration and these Bylaws.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

6.1 Indemnification. The Association shall defend, hold harmless and indemnify each present and future director and officer against all costs, expenses and liabilities, including the amounts of judgments, amounts paid in compromised settlements, and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on such director or officer in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted or threatened in which the director or officer may be involved as a party or otherwise by reason of any past or future action taken or authorized or approved by such director or officer, or any omission to act as such director or officer, as the case may be, with respect to Association affairs or obligations, except such costs, expenses or liabilities as shall relate to matters as to which such director or officer, shall, in such action, suit or proceeding, be finally adjudged to be liable by reason of his or her own individual willful misconduct or action taken in bad faith or plainly contrary to the clear and express provisions of the Wisconsin Unit Ownership Act, the Declaration of Condominium or these Bylaws. Such right of indemnification shall benefit such directors and officers of the Association and shall also inure to the benefit of the heirs and legal representatives of such director and officers. At the option of the Board of Directors, directors' and officers' liability insurance may be obtained and shall be paid for as a common expense of the Association.

ARTICLE VII

COMMON EXPENSES AND ASSESSMENTS

7.1 Determination of Annual and Special Assessments.

(a) The Board of Directors shall establish an annual budget in advance for each fiscal year of the Association of all Association expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Review and discussion of such annual budget for the forthcoming fiscal year shall be an agenda item at each annual meeting of the Association. Copies of such budget shall be delivered to each unit owner along with the notice of annual meeting, if not before. Should the Board of Directors at any time determine, in their sole discretion, that the assessments levied are insufficient to pay such expenses in any fiscal year, the Board of Directors may, at any time, and from time to time, levy such additional assessments as it shall deem necessary for such purpose.

(b) Special assessments, other than those described in subparagraph (a) above, may be made by the Board of Directors at any time, and from time to time, to meet other requirements of the Condominium and the Association, including, but not limited to, capital improvements.

7.2 Allocation and Payment of Assessments. All assessments levied against the unit owners to cover Association expenses shall be apportioned among and paid by the unit owners on the following basis:

Assessments shall be based upon all unit owners of single family units paying the same proportionate amount of the applicable expenses. The unit owners of duplex units and triplex units shall pay five percent (5%) less than the unit owners of the single family units. The unit owners of the four-plex units shall pay ten percent (10%) less than the unit owners of the single family units.

Assessments shall be due and payable on a monthly basis in an amount established, from time to time, by the Board of Directors. The payment of additional assessments or special assessments which may be levied from time to time by the Board of Directors shall be payable at a time, and in a manner, to be determined, from time to time, by the Board of Directors.

7.3 Interest on Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date when due until paid.

7.4 Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the units on which they are assessed, if a statement of lien is filed within two (2) years after the date the assessment becomes due in conformity with the provisions of Section 703.16 of the Wisconsin Statutes.

7.5 Enforcement of Lien. Enforcement of such lien by the Association shall be in conformity with the provisions of Section 703.16 of the Wisconsin Statutes.

7.6 Prohibiting Voting by Certain Unit Owners. A unit owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the person's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

ARTICLE VIII

UNIT ALTERATIONS

8.1 Unit Alterations. Provided that an alteration does not jeopardize the soundness or safety of the building within which the unit is located or reduce the value of the unit, a unit owner may alter the interior of the unit so long as such alterations are in compliance with applicable building codes. A unit owner has the right to landscape or plant as he or she chooses within a twenty-four inch area immediately adjacent to the perimeter of the patio of each unit. A unit owner has no right to enclose any Limited Common Elements. For the purpose of maintaining uniformity, a unit owner has no right to enclose any Limited Common Elements or change the exterior appearance of a unit without specific written authorization from the Board of Directors. Furthermore, for the purpose of maintaining uniformity, the owner of any vacant unit within which a building may be constructed shall only construct such building after written approval of the Association as to the building design and exterior finish to insure substantial similarity and/or compatibility with the existing buildings of the Condominium.

ARTICLE IX

MAINTENANCE AND REPAIR

9.1 Maintenance, Repair, and Replacement By Unit Owners.

Because of the redefinition of the term "unit" in the Restated Declaration of Condominium, and except as otherwise provided in the Bylaws, any and all maintenance, repair, and replacement responsibilities for a unit, which now includes any building and any other improvements constructed or to be constructed within and upon any of the units such as, but not limited to, patios, decks, sidewalks, and driveways, shall be the sole responsibility of the unit owners of such unit and not a "common expense" of the Association. Furthermore, any and all maintenance, repair, and replacement of Limited Common Elements shall be the sole financial responsibility of the unit owners having exclusive use of such Limited Common Elements. However, the maintenance, repair, or replacement of any building or any other improvements within and upon any of the units and any Limited Common Elements shall be subject to the direction and/or approval of the Association in order to maintain uniformity or compatibility of materials and appearance.

9.2 Maintenance, Repair and Replacement By the Association. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair (other than Limited Common Elements, the maintenance, repair, and replacement of which are the sole responsibility of the unit owners having exclusive use of such Limited Common Elements); provided, however, that the cost to repair or replace any portion of the Common Elements damaged through the fault or negligence of a unit owner or such unit owner's family, invitees or any other occupant of that unit shall be charged to that unit owner. By way of clarification and confirmation, no portions of the buildings or any other improvements constructed or to be constructed within and upon any of the units are Common Elements. Therefore, except as otherwise provided in these Bylaws, any and all maintenance, repair, and replacement responsibilities for a building and any other improvements constructed or to be constructed within and upon any of the units (or such unit's Limited Common Elements) such as, but not limited to, patios, decks, sidewalks, and driveways, shall be the sole responsibility of the unit owners of such unit and not a "common expense" of the Association. However, the Association, as a common expense, shall still undertake the following:

(a) The replacement due to age or obsolescence (as opposed to a casualty situation) of the roof, gutters and downspouts, and the siding of any building; and

(b) All decorative brick pillars, black decorative fences and lanterns; and

(c) The maintenance of all landscaped areas including lawn mowing and fertilizing, shrubs and trees including trimming (excepting the twenty-four inch area immediately adjacent to the perimeter of a patio); all snow plowing and snow removal within the condominium; and the maintenance, repair, and replacement of: roadways located within the condominium (However, the replacement of the roadways (as distinguished from repair and maintenance of the roadways) shall be shared equally by all unit owners. By way of clarification and example, if there are, in fact, a total of 60 units, the owners of each unit shall bear a one sixtieth (1/60) share of such roadway replacement costs.); public and private utilities up to the edge of each building; sewer and water lines up to the edge of each building; and repair and maintenance and replacement of all other parts of the property located within the condominium not otherwise specifically identified as a maintenance, repair and replacement responsibility of a unit owner.

Any maintenance, repair and replacement responsibilities of the Association shall be funded from both owner assessments and reserve funds.

9.3 Unit Owner Responsibility for Damage. Each unit owner shall be responsible for all damage to any other unit or common or limited common element resulting from his or her negligence, misuse, misconduct or neglect, except to the extent such damages may be caused by a peril for which insurance coverage is maintained by either the Association or the other effected unit owner(s).

9.4 Statutory Reserve Account. The Association will establish a "statutory reserve account" for the deposit and investment of funds reserved for the repair and replacement of Common Elements of the Condominium. Anything in these Bylaws to the contrary notwithstanding, all matters relating to the statutory reserve account shall be handled in conformity with the provisions of Section 703.163 of the Wisconsin Statutes.

ARTICLE X

INSURANCE

10.1. Association Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements (excepting Limited Common Elements), and for any of the Association's service equipment,

supplies and personal property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual unit owners in their respective percentage interests in the Common Elements. All premiums for such insurance shall be common expenses as more specifically provided in the Declaration. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the unit owners and the mortgagees and distributed as provided in the Declaration.

10.2. Association Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the unit owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual unit owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a unit owner because of the negligent acts of the Association or other unit owners. All premiums for such insurance shall be common expenses.

10.3. Unit Owner Insurances. The responsibility for the procurement, maintenance, and payment of all insurance coverages for and relating to the units and the Limited Common Elements associated with such units shall be upon the individual unit owners themselves in the same manner as a non-condominium, residential homeowner. With respect to fire and casualty coverage on a building and all improvements therein, and its Limited Common Elements, the unit owner shall procure coverage for not less than the full replacement value thereof. The policy shall also contain the standard mortgagee clause, if applicable. Liability coverage shall be for at least \$300,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association.

10.4. Mutual Waiver of Subrogation. Nothing in the Declaration shall be construed so as to authorize or permit any insurer of the Association or any insurer of a unit owner to be subrogated to any right of the Association or a unit owner arising under the Declaration or these Bylaws. The Association and

each unit owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of the Declaration or these Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible.

10.5. Release and Indemnity. Each of the unit owners for themselves, and their respective heirs and legal representatives, releases and agrees to indemnify and hold the Association and its officers and directors harmless from any and all claims and demands relating to casualty and liability losses occurring upon or within each of their respective units or its applicable Limited Common Elements. It is the sole responsibility of such unit owners, and not the Association, to procure and maintain any and all insurance coverages specifically required under the terms and conditions of the Declaration or these Bylaws.

ARTICLE XI

LEASING/OCCUPANCY OF UNITS

11.1 Leasing/Occupancy of Units. In the event that a unit owner does not occupy his or her unit, such unit owners may rent their units or allow rent-free occupancy of their units only to immediate family members. "Immediate family members" is defined to include the following: Spouses or ex-spouses, parents, step-parents, siblings, step-siblings, brothers/sisters in-law, step brothers/sisters in-law, children, step-children, and domestic partners or ex-domestic partners. Unit owners will furnish the Association with a copy of a signed rental agreement within five (5) business days of entering into a rental agreement or will furnish the Association a notice of a rent-free occupancy situation within five (5) business days of the commencement of such occupancy. The rental agreement or notice will indicate the names of any and all tenants or occupants. Wisconsin Statutes require a unit owner to provide a copy of the Condominium Declaration, Bylaws and rules and regulations to the tenant/occupant or to place such information in the unit prior to the tenant/occupant occupying the unit. The owners of units which are rented or otherwise occupied by others pursuant to this provision shall continue to be responsible for the payment of all assessments and shall also be responsible for ensuring compliance by their tenants/occupants with the Declaration, Bylaws and rules and regulations. The owners of units which are rented or otherwise occupied by others shall indemnify and hold the Association harmless from and against all costs, expenses and liabilities, including reasonable attorneys' fees, incurred by the Association to insure their

tenants'/occupants' compliance with the Declaration, Bylaws, and rules and regulations.

ARTICLE XII

ENFORCEMENT

12.1 Enforcement.

(a) Upon the violation of any one or more of the provisions of the Declaration, the Bylaws, or the rules and regulations adopted hereunder, the Association or an aggrieved unit owner shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate the covenants, conditions and restrictions contained in such documents and shall be entitled to both equitable and legal relief, including reasonable attorney fees. Any failure of such enforcement shall not be deemed a waiver of the right to do so or the acquiescence of any violation, subsequent or otherwise.

(b) The Association shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any unit owner for any costs and expenses incurred by the Association in the enforcement of the provisions of the Declaration, these Bylaws, or the rules and regulations adopted hereunder, with respect to such unit owner, and the cost of consultants and actual attorneys' fees, and whether or not litigation is commenced with respect thereto. The Association shall further have the right to levy and collect an assessment against all unit owners in the Subdivision for reimbursement of costs and attorney's fees incurred by the Association in the enforcement of the Declaration, these Bylaws, or the rules and regulations adopted hereunder, provided that (i) said assessment shall be equally allocated to all unit owners in the Condominium, including those owned by the Declarant, and (ii) any enforcement costs recovered from the violating unit owner shall be credited or refunded to unit owners against whom the assessments were made.

ARTICLE XIII

AMENDMENT TO BYLAWS

13.1 Amendments. These Bylaws may be amended only by the affirmative vote of unit owners having 67% or more of the authorized votes of all unit owners.