

**BYLAWS  
OF  
THE ASSOCIATION OF UNIT OWNERS OF  
SPRING LAKE, A CONDOMINIUM, INC.**

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**BYLAWS  
OF  
THE ASSOCIATION OF UNIT OWNERS OF  
SPRING LAKE, A CONDOMINIUM, INC.**

Adopted: September 29, 2009

**ARTICLE I  
Name and Purpose**

Pursuant and subject to the terms of the "Third Amendment to Declaration of Condominium of Spring Lake Condominium, a Condominium" (and any further or additional amendments thereto), recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin (hereinafter collectively referred to as the "Declaration"), the following provisions are adopted as the Bylaws of The Association of Unit Owners of Spring Lake, a Condominium, Inc. (the "Association"), a nonstock, nonprofit corporation created under Chapter 181 of the Wisconsin Statutes ("Chapter 181"), to serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership, as provided in the "Condominium Ownership Act" under the laws of the State of Wisconsin.

**ARTICLE II  
Members, Voting and Meetings**

1. Members. The Association shall have one class of Members and the rights and qualifications of the Members are as follows:

A. Unit Owner Members. Every unit owner upon acquiring title shall become and remain a Member of the Association until such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease. In the event of a lease of a unit, the lessee shall be deemed the Member only if and to the extent provided in a lease, covering the subject unit, filed with the Board of Directors ("Board") of the Association.

B. One Membership per Unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit in question is held. Voting rights may not be split and shared membership interests must be voted pursuant to the terms of paragraphs 2 and 3 hereof.

C. Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of the unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of the unit,

date of transfer, and any other information about the transfer that the Association may deem pertinent.

2. **Voting Rights.** Except as hereinafter provided, the Member(s) owning each unit shall be entitled to one vote per unit; provided, however, that if Rozelle Properties, Inc. (or its predecessor or successor) shall own any unit(s), then it shall be entitled to no more than a total of one vote irrespective of the number of units then owned by it. If only one of the multiple owners of a unit is present at a meeting of, or otherwise votes on a matter affecting, the Association, the owner present or voting is entitled to cast the vote(s) allocated to the unit in question. Votes may not be cast proportionally or in fractions, i.e. unanimous agreement by all Member(s) of the unit in question is required. If such unanimous agreement is not secured, then no vote on the matter in issue shall be allocated to the unit in question. Unanimous agreement is presumed conclusively if any one of such Member(s) purports to cast the vote(s) allocated to the unit in question without protest (or a contrary vote) being made promptly by any other owner of the unit to the person presiding over the meeting or otherwise tallying and counting ballots, proxies or votes.

3. **Quorum and Proxies for Members' Meetings.** A quorum for meetings of Members shall consist of a majority of the votes entitled to be cast, which may be represented in person or by written proxy. Votes may be cast in person or by written proxy signed by one or more of the Members as respects the unit in question. A proxy shall be valid only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee, and must be filed with the Secretary of the Association before the appointed time of the meeting in question. If any meeting of Members cannot be organized because a quorum is not present, the Members representing a majority of the voters who are present, either in person or by proxy, may, without further notice, adjourn the meeting from time-to-time until a quorum is present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally scheduled.

4. **Time, Place, Notice and Calling of Meeting of Members.** Unless waived (orally or in writing), 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 to each Member at his/her residence or e mail address, as same appear on the books of the Association, in a manner reasonably calculated to assure that actual notice is received and shall be mailed, personally delivered or transmitted via electronic means not less than ten (10) days prior to the date of the meeting. Notice of a meeting may be waived before or after the meeting in question. Meetings shall be held at such time and place as may be designated by the President or any two Members of the Board. The annual meeting shall be held in October of each year, on a date and at a time as determined by the President, for the purpose of transacting any business authorized to be transacted by the Members. Special meetings of the Members shall be held whenever called by the President or any two Members of the Board; and such meetings must be called by such officer or Directors upon receipt of a written request signed by Members with not less than one-third (1/3) of all votes entitled to be cast.

5. **Order of Business.** The order of business at the annual meeting, and as far as practical or appropriate, at all other meetings of the Members, shall be

- A. Call to order by the President.
- B. Calling of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of Officers.
- F. Reports of committees.
- G. Election of inspectors of election.
- H. Election of Directors (if necessary).
- I. Unfinished business.
- J. New business.
- K. Adjournment.

6. Vote Required. Except as otherwise provided in the Declaration or as set forth herein, decisions of the Association shall be by an affirmative vote or written consent of a majority of the votes of the Members voting on each item.

7. Powers of the Association. The Association has and shall have the power to:

A. Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses for Members.

B. Employ and dismiss employees and agents.

C. Sue on behalf of all Members.

D. Exercise any power or right conferred by the Declaration or these Bylaws.

E. Make contracts and incur liabilities, including contracts with other condominium association(s) or other entities so as to provide and/or furnish amenities for the benefit of the Members, and to pay for the cost of same.

F. Regulate and impose charges for the use of common elements.

G. Cause additional improvements to be made as a part of the common elements.

H. Acquire, hold, encumber and convey any right, title or interest in or to real property.

I. Grant easements through or over the common elements.

J. Receive any income derived from payments, fees or charges for the use, rental or operation of the common elements.

K. Grant or withhold approval of any action by a Member or other person which would change the exterior appearance of the unit, or of any other portion of the Condominium, in any material respect or in a manner that would change the general compatibility of the unit with the remainder of the condominium.

### **ARTICLE III Board of Directors**

1. Number and Qualifications of Directors. The Board shall consist of not less than three (3) nor more than seven (7) members (“Directors”) as shall be determined from time to time by the Members. All Directors shall be Members of the Association and only one Member as respects any individual unit shall serve as Director at any given time.<sup>1</sup>

2. Powers and Duties of the Board. The affairs of the Association shall be governed by the Board. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board, including the powers enumerated in Article II, Section 7 of these Bylaws. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, that certain Conservation Easement and Covenants, which was recorded in the Office of the Outagamie County, Wisconsin Register of Deed, on August 1, 2008, as document number 1804654 (“Conservancy Easement”), and the provisions of the Condominium Ownership Act.

3. Election and Term of Directors. The Directors shall be elected by the Members. The Directors shall take office immediately upon election to office. The initial terms of the Directors shall be staggered so that the term of at least one-third (1/3) of the Directors shall expire annually. Thereafter, Directors shall be elected for a three (3) year term each. Each Director so elected shall continue to serve until the term of such Director has expired, the Director resigns or the Director is removed, as hereinafter provided.

4. Vacancies on Board. Vacancies on the Board 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. Vacancies on the Board caused by removal of a Director shall be filled by the Members at the time of removal.

5. Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors may be removed, with or without cause, by a majority vote of the

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<sup>1</sup> Underlined portion was adopted by amendment at October 25, 2017 Member Meeting.

Members, and a successor may then and there be elected to fill the vacancy thus created.

6. Regular and Special Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the Members and as necessary thereafter. Special meetings of the Board may be called by the President or by any Director

7. Notice; Waiver of Notice; Member Participation. The Secretary shall undertake to provide reasonable written notice of Board meetings to Directors and Members in a manner reasonably calculated to assure actual notice, including via personal delivery, U.S. mail or electronic means including "e mail" to the addressee's e mail address provided to the Secretary, which notice shall state the time, place and purpose of the meeting and, if feasible, shall be given not less than two (2) days in advance of such meeting(s). Before, at or after any meeting of the Board, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. Meetings of the Board may be attended by any Member unless a majority of Directors, in their discretion, elect to proceed in closed session in order to consider, for example, personnel matters, issues involving the privacy or dignity of one or more Members, or matters that are not likely to concern the Association at large. Members may present their views to the Board, either in person or in writing, in accordance with such procedures as may from time-to-time be established by the Board.

8. Quorum of Directors - Adjournments. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there shall be less than a quorum present, a 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.

9. Fidelity Bonds. The Board may require that some or all Officers and/or employees of the Association handling or responsible for the Association's funds furnish adequate fidelity bonds. The premiums on any such bonds shall be paid or reimbursed by the Association.

10. Compensation. No compensation shall be paid to Directors for their service as Directors.

#### **ARTICLE IV** **Officers**

1. Designation, Election and Removal. The principal officers ("Officers") of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board. Upon the affirmative vote of a majority of all of the Directors, any officer may be removed, either with or without cause, and his/her successor shall be elected at the regular meeting of the Board, or at any special meeting called for that purpose.

2. President. The President shall be selected from among the Directors and shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and

of the Board. He/she shall have all of 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(s) designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

3. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board.

4. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association, and shall have charge of the Association's books and records, and shall, in general, perform all the duties incident to the office of Secretary including providing notices to Members and Directors as herein provided.

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 belonging to the Association. He/she shall be responsible for the deposit of all monies and all valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

6. Eligibility. Any two or more offices may be held by the same person, except the offices of President and Secretary, President and Treasurer and President and Vice President.

7. Compensation. No compensation shall be paid to an Officer for services as an officer.

## **ARTICLE V**

### **Operation of the Property**

1. Annual Operating Charges. The Board shall prepare an annual operating budget for the Association in order to determine the amount of the charges payable by the Members to meet the common expenses of the Association. The budget shall be prepared and determined on or before the last day of October of the previous year. Except as hereinafter provided, the assessments required by such budget shall be allocated among the Members of the Association according to their respective ownership interests in the respective units; provided, however, that such allocation shall be subject to equitable adjustment by the Board acting reasonably. [By way of illustration concerning equitable adjustments, the developer/original declarant might be required to share in common expenses in proportion to the units from time-to-time retained by it, but not as respects snow removal for unoccupied units, etc.] The Board shall (i) advise all Members of the Association, in writing, of the amount of charges proposed to be paid by each Member, at least fifteen (15) days prior to the date of the of the last Member meeting to be held before October 31 of the year preceding the year for which the charges are proposed; and shall (ii) concurrently furnish copies of the budget (including expenses listed by category), upon which

such common charges shall be based, to each Member.

The Budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency such as amounts required for the cost of wages, materials, insurance, services and supplies. The reserve fund shall be used for contingencies and replacement expenses including (i) the discharge of liens or other encumbrances threatened or actually levied against the entire property, or any part thereof, which may constitute a lien against the common property rather than against the unit interest of particular Members, or (ii) the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property or the value of other units. If the Association should incur extraordinary expenditures not originally included in the annual estimate, then such sums as may be required shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Directors may levy a further assessment which shall be charged to each Member in proportion to his/her interest as set forth herein.

All of the preceding shall constitute common expenses and charges and shall be paid monthly to the Association on or before the end of each calendar month during which the Member(s) in question shall have an ownership interest in the unit(s) in question. If not paid on or before the due date, the charges shall bear interest at a rate equal to the lower of (i) the highest percentage rate permitted by law, or (ii) twelve percent (12%) per annum, until paid in full.

If, within ten (10) days of the publication of such charges and budget by the Board, a petition, signed by at least fifty percent (50%) of the Members, is presented to the Board protesting such charges or the budget upon which they are based, then the Directors shall notify all Members of a meeting called for the purpose of reviewing such charges or budget before the charges become due. At such meeting, the vote of more than fifty percent (50%) of the membership interests entitled to vote may result in the revision of the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the one previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the amount equal to the average annual budget for each of the preceding two years; and provided further, that the amount of charges attributable to each unit shall not be reduced to a sum that is less than \$250 per month if such a protest shall be lodged as respects either of the first two complete fiscal years following incorporation of the Association.

2. Special Assessments. If a Member shall fail or neglect to repair or maintain his/her unit or deck; or fails to repair any common element damaged by such Member or such Member's guests, tenants or invitees; or discharge a lien affecting the common areas that shall have arisen through the acts of such Member, then, within ten (10) days of receipt of a written demand by the Board, the Association may undertake such maintenance or repair, or the discharge of such lien, and the cost thereof shall be charged against the Member as a special assessment against the unit in question.

3. Default. If a Member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board, in the name of the Association, may bring suit for and on behalf of the Association as representative of all Members to enforce

collection of such delinquencies or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of suit, legal interest and reasonable attorney's fees. The provisions of the Condominium Ownership Act pertaining to such assessments, the lien therefor and collection thereof shall govern such matters.

4. **Responsibility of Transferees for Unpaid Assessments:** The transferee of any unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of the transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee (including a proposed buyer with an accepted offer or contract to purchase the unit in question) shall, at any time, be entitled to a statement from the Treasurer or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments due to the Association, and such transferee shall not be liable for (nor shall the unit conveyed be subject to a lien for) any unpaid assessments made by the Association in excess of the amount therein set forth. The Association or the Board shall be barred from claiming a lien against the transferee if the Association or Board shall fail to provide a statement setting forth any sums due within five (5) business days after transferee's request for same.

## **ARTICLE VI**

### **Duties and Obligations of Unit Owners**

1. **Rules and Regulations.** The units and the common areas and facilities and limited common areas (hereinafter in this paragraph and elsewhere in these Bylaws sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, these Bylaws, the Conservancy Easement that is referred to in, and attached as an Exhibit to, the Declaration ("Conservancy Easement"), the rules and regulations annexed hereto as Exhibit A, and additional rules and regulations of the Association adopted in accordance with Article VI, Section 6, below.

2. **Maintenance and Repair of Units.** Every Member shall perform properly all maintenance and repair work within or upon his/her own unit, which, if omitted, would affect the condominium in its entirety or a portion belonging to other Members, and such Member shall be personally liable to the Association for any damages caused by his/her failure so to do. The Association shall have the right to undertake any required repairs or maintenance and recover the full cost thereof from the Member(s) responsible for said unit(s).

3. **Limited Common Areas.** Every Member shall maintain the limited common areas appurtenant to his/her unit in clean and proper condition. No objects or structures (other than usual "patio-type" concrete or brick paving, decorative pieces or moveable furniture) and no permanent barbecue pits shall be placed thereon without the prior written consent of the Board.

4. **Garbage and Trash.** All garbage and trash shall be deposited at a location specified for the purpose by the Association or the municipality in which the condominium is located.

5. **Amendment and Adoption of Additional Rules and Regulations.** The Board may from time to time adopt additional rules and regulations governing the operation, maintenance,

beautification and use of the common areas and facilities, the limited common areas and the units, so long as such rules and regulation are not inconsistent with the terms of the Declaration, these Bylaws or the Conservancy Easement. A violation of any such rules and regulations shall constitute a violation of the Declaration.

6. Non-Compliance with Association Bylaws. The Board shall have the authority to take the following actions if a Member fails to comply with the Bylaws or the rules and regulations

A. Issue a written warning notice with a 72-hour time limit for compliance.

B. If the violation shall not be cured with said 72-hour time limit, impose a fine of \$100 per day not to exceed \$1,000 per violation.

Should a unit be leased, rented, or otherwise occupied by someone other than the Member, the Member will in all cases be held responsible for compliance and payment of any fines or other charges. A Member who disputes the actions taken by the Board shall have the right to a hearing before a panel of three Members appointed by the Board.

## **ARTICLE VII Amendments**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Members, by an affirmative vote of not less than sixty-seven percent (67%) of the votes entitled to be cast. No such amendment shall be valid if it conflicts with the Declaration, the Conservancy Easement, or the Condominium Ownership Act.

## **ARTICLE VIII Default**

1. Definition. Failure to comply with any of the terms of the Declaration, these Bylaws or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof. (See also Article VI.)

2. Costs. In any proceeding arising because of any alleged default by any Member, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees from such Member.

3. No Waiver. The failure of the Association, or of any Member, to enforce any right, provision, covenant, or condition which may be granted by the Declaration, the Conservancy Easement, these Bylaws, or duly adopted rules and regulations of the Association shall not constitute a waiver of the right of the Association or of any such Member to enforce such right, provision, covenant or condition in the future.

4. Rights Cumulative. All rights, remedies and privileges granted to the Association or any Member pursuant to any provisions of the Declaration, the Conservancy Easement, these Condominium Bylaws, or duly adopted Rules and Regulations of the Association, shall be deemed to be cumulative and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

## **ARTICLE IX Miscellaneous**

1. Indemnification of Officers and Directors. Except as hereinafter provided, every person who is or was a Director or Officer of the Association shall (together with the heirs, executors and administrators of such person) be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by, or imposed upon him/her in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he/she is made or threatened to be made a party by reason of his/her being or having been such Director or Officer; provided, however, that the Association shall not be required to provide such indemnification if and to the extent that he/she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his/her duty as such Director or Officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with limitations, any employee or former employee of the Association with respect to any action taken or not taken in his/her capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors or employees may be entitled as a matter of law including the provisions of Chapter 181.

2. Subordination. These Bylaws are subordinate and subject to all provisions of the Declaration, the Conservancy Easement, any amendments to either and the Condominium Ownership Act, which Act shall control in case of conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration, the Conservancy Easement or the Condominium Ownership Act. In case of conflict between these Bylaws and the Declaration or the Conservancy Easement, the terms of the Conservancy Easement shall prevail over the Declaration, and the terms of the Declaration shall prevail over these Bylaws.

3. Interpretation. These Bylaws shall be interpreted and construed in accordance with the provisions of the Condominium Ownership Act and the laws of the State of Wisconsin. Nothing in these bylaws shall be deemed or construed to authorize the Association or Board to conduct or engage in any business for profit on behalf of any or all of the Members.

4. Mailing Address. The Mailing address of the Association is:<sup>1</sup>

The Association of Unit Owners of Spring Lake, a Condominium, Inc.  
c/o Secretary  
W6958 Brackenwood Lane  
Greenville, WI 54942

The mailing address of the Association may be changed from time to time by an affirmative vote of the Board. Written notice of any change in the mailing address of the Association shall be given to all Members, mortgagees, lien holders and other interested persons.

5. Borrowing Money. No money shall be borrowed except upon affirmative vote of a majority of votes of the Members present, in person or by proxy and voting, or upon an affirmative vote of two-thirds (2/3) of the Directors.

6. Insurance. In addition to the powers hereinbefore enumerated, the Association shall obtain and maintain such insurance as is required by the Declaration including public liability insurance in reasonable amounts for the common areas for the benefit of the Association and Members. The Board may also obtain and maintain such other insurance that, in its judgment, shall be necessary or prudent to protect the interests of the respective Members and the Association. Each such policy purchased hereunder shall provide that proceeds shall be payable to the Association as trustee for all Members and their mortgagees as their interests may appear. The obligation of the Association to maintain such insurance coverage shall not relieve the Member of such unit from his/her responsibility under the Declaration and other applicable documents or agreements.

7. Right of Access. A Member shall grant a right of access to his/her unit to any person authorized by the Association for the following purposes:

A. to correct any condition originating in his/her unit which threatens another unit or a common area;

B. to correct any condition which violates the provisions of these Bylaws or the rules and regulations promulgated hereunder; and

C. to make inspections as may from time to time be required by the Association's insurance companies or complaining Members.

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<sup>1</sup> Comment: The stated address is no longer correct. Please utilize the following (effective January 1, 2018):

Katie Hanson, Property Manager  
Pfefferle Management  
200 E. Washington St., 2B  
Appleton, WI 54911  
(920) 560-5035  
[khanson@pfefferle.biz](mailto:khanson@pfefferle.biz)

8. Covenants Running with the Land. These Bylaws shall be deemed covenants running with the land and shall be binding on the Members, their heirs, administrators, transferees, executors, successors, and assigns.

9. Severability. In the event that any of the terms, provisions or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

10. Table of Contents; Headings. The table of contents and headings utilized in these Bylaws have been inserted for convenience only, and do not constitute matter to be construed in interpretation.

11. Repeal of Previous Bylaws. Upon adoption, these Bylaws shall cancel and supersede all prior or theretofore existing Bylaws of the Association or any of its predecessors, including The Association of Unit Owners of Spring Lake, a Condominium, an unincorporated Association.

12. Fiscal Year. The fiscal year shall begin on the first day of January and end on the last day of December of each calendar year.

**EXHIBIT A**

**Rules and Regulations**

**[CURRENT RULES ARE INCLUDED AS ITEM 6]**