

MOUNTAIN BAY CONDOMINIUM ASSOCIATION, INC

By-Laws of Mountain Bay Condominium Association, Inc.

FIRST AMENDMENT AND SECOND AMENDMENT INCORPORATED

RETYPE COPY OF THE ORIGINAL DOCUMENT CREATED IN YEAR 2002

1/23/2014

This document contains the By-Laws of the Mountain Bay Condominium Association, Inc. This document is a retyped copy of the original document. The document was retyped by Pamela Spence, Board Member/Secretary for the Association.

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**BY-LAWS OF
MOUNTAIN BAY CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

Form of Administration

1.01. Condominium. Certain property located in Brown County, State of Wisconsin, has been declared subject to the provisions of the Wisconsin Condominium Ownership Act by Declaration of Condominium (“Declaration”) recorded in the office of the Register of Deeds for Brown County on _____, in _____, as Document No. _____.

1.02. Adoption of By-Laws. These By-Laws are adopted as the By-Laws of Mountain Bay Condominium Association, Inc. (“ASSOCIATION”), a Wisconsin corporation, organized under the Wisconsin Non-stock Corporation Law to serve as an Association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the property described in the Declaration and the use and occupancy thereof. All terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as used or defined in the Wisconsin Condominium Ownership Act.

1.03 Offices of the ASSOCIATION. The principal office and mailing address of the ASSOCIATION and of the Board of Directors of the ASSOCIATION shall be located at 2547-M TELLURIDE TRAIL. The ASSOCIATION may have such other offices, either within or without the City of Green Bay, as the Board of Directors may designate or as the business of the ASSOCIATION may require from time to time. The registered office of the ASSOCIATION may be, but need not be, identical with the principal office of the ASSOCIATION, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Board of Directors

2.01. General Powers. The business and affairs of the ASSOCIATION shall be managed by its Board of Directors.

2.02. Number, Tenure and Qualifications. ~~The initial Board of Directors shall consist of those individuals designated by the Articles of Incorporation of the ASSOCIATION, and thereafter as elected by the unit owners, provided, however, that at no time may there be more than one Director who is not an unit owner. The Board of Directors shall consist of five (5) persons. The Directors shall hold office for terms as provided in Paragraph 2.04 of these By Laws.~~ The Board of Directors shall consist of those individuals elected by the unit owners, provided, however, that at no time may there be more than one

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Director who is not a unit owner. The Board of Directors shall consist of seven (7) persons. The Directors shall hold office for terms as provided in Paragraph 2.04 of these By-Laws. *Second Amendment to By-Laws effective as of June 26, 2013.*

2.03. Powers and Duties. The Board of Directors shall have any and all powers and duties necessary or required for the administration of the business and affairs of the ASSOCIATION, except such powers and duties as by law, the Declaration or these By-Laws 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 have full power and authority necessary or required for the complete administration of the business and affairs of the ASSOCIATION and to enforce any and all terms or conditions established or created under the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws or any rules and regulations promulgated thereunder.

The Board shall have the following additional powers and duties:

- a. To formulate policies for the administration, management and operation of the building;
- b. To adopt rules and regulations, with written notice thereof to all unit owners, governing the administration, maintenance, management, operation, use, conservation and beautification of the building and for the health, comfort, safety and general welfare of the unit owners, and to amend such rules and regulations from time to time;
- c. To provide for any construction, alteration, installation, maintenance, repair, painting and replacement of the common areas and facilities and for any other property for which the Board is responsible by law or under the Declaration and these By-Laws and for such purposes to enter and to authorize entry into any unit and/or limited common areas and facilities causing as little inconvenience to the unit owners as practicable in repairing any damage caused by any such entry at the expense of the unit owners;
- d. To provide for the designation, hiring and removal of employees and the personnel, including lawyers and accountants, and engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the building and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- e. To borrow money.

The preceding additional duties of the Board shall in no way be deemed to limit the Board's general powers and duties necessary or required for the administration of the business and affairs of the ASSOCIATION.

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2.04. Election and Term of Office. ~~At the first annual meeting of the unit owners, the term of office of two (2) members of the Board of Directors shall be fixed at three (3) years, the term of office of two (2) members of the Board of directors shall be fixed at two (2) years and the term of office of one (1) member of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office each member of the Board of Directors, his successor shall be elected to serve for a term of two (2) years. It is the intent of this paragraph that the terms of a least one-third (1/3) of the directors expire annually in accordance with §703.10(2) (d), Wis. Stats. Members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners. At the first annual meeting of the unit owners following the adoption of this Amendment to the By-Laws, the term of office of three (3) members of the Board of Directors shall be fixed at three (3) years, the term of office of two (2) members of the Board of Directors shall be fixed at two (2) years and the term of office of two (2) members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. It is the intent of this paragraph that the terms of at least one-third (1/3) of the directors expire annually in accordance with §703.10(2)(d), Wis. Stats. Members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners. Members of the Board of Directors whose terms are ending will complete their term at 11:59 PM on January 14 of each year. Newly elected members of the Board of Directors shall begin their term at 12.01 AM on January 15th of each year.~~ *Second Amendment to By-Laws effective as of June 26, 2013.*

2.05. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after the annual meeting of the unit owners, and each adjourned session thereof. The Board of Directors may provide, by resolution adopted by a majority of the Board of Directors, the time and place for the holding of additional regular meetings without other notice than such resolution.

2.06. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or the Secretary or of any two (2) Directors. The person or persons calling such meeting may fix any time or place for holding any special meeting of the Board of Directors called by them

2.07. Notice. Notice of any special meeting shall be given at least forty-eight (48) hours previously thereto by written notice delivered personally or mailed to each Director at his last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereto to the transaction of any business because the meeting is not lawfully called. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

2.08. Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, though if less than such quorum is

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present at a meeting, the majority of the Directors present may adjourn the meeting from time to time without further notice.

2.09. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by these By-Laws, the Declaration, Articles of Incorporation or Wisconsin Condominium Ownership Act.

2.10. Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of Directors, may be filled until the next succeeding annual election by a majority of the Board of Directors then in office, though such majority is less than a quorum.

2.11. Removal of Directors. Any Director may be removed from office, with or without cause, at any time, and another person may be elected to his place to serve for the remainder of his term, at any special meeting of the unit owners called for such purpose, by vote of a majority of the authorized votes of the ASSOCIATION at such meeting. In the event that any vacancy so created shall not be filled by the unit owners at such meeting, such vacancy may be filled by the Directors as provided in Section 2.10, above.

2.12. Compensation. ~~No member of the Board of Directors shall receive any compensation from the ASSOCIATION for acting in such capacity, unless expressly allowed by the direction of the unit owners having two-thirds of the total votes.~~ Members of the Board of Directors will have their monthly common expense fees waived. No member of the Board of Directors shall receive any further compensation from the ASSOCIATION for acting in such capacity, unless expressly allowed by the direction of the unit owners having two-thirds of the total votes. *First Amendment to By-Laws effective as of May 27, 2009.*

2.13. Managing Agent and Manager. The Board of Directors may employ for the ASSOCIATION a managing agent or a manager, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize.

2.14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provision of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct. The unit owners shall indemnify and hold harmless each member of the Board of Directors from and against contractual liability to others arising out of contracts made by the Board of Directors on behalf of the ASSOCIATION unless such contracts shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the ASSOCIATION. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared by all the unit owners in accordance with their undivided percentage interest in common elements, and the liability of any single unit owner shall be

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limited to such proportionate share of the total liability. At the option of the Board of Directors, Directors' liability insurance may be obtained and shall be paid for as a common expense.

2.15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting for the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

2.16. Publication. The Board is authorized to publish the notes of any of its meetings on the ASSOCIATION's website. *First Amendment to By-Laws effective as of May 27, 2009.*

2.17. Closed Session. At any meeting of the Board, the Board may determine by majority vote that it is necessary to go into closed session to allow for discussion of sensitive or personal matters. Any items discussed during a closed session of the Board shall not be published on the ASSOCIATION's website. *First Amendment to By-Laws effective as of May 27, 2009.*

ARTICLE III

Unit Owners

3.01. Annual Meetings. ~~The annual meetings of the unit owners shall be held on or about the second Monday of February of each year, or at such other date within thirty (30) days before or after such date as may be designated by the Board. At each annual meeting the Board of Directors shall be elected in accordance with the requirements of Section 2.04. The unit owners may transact such other business at such meetings as may properly come before them.~~ The annual meetings of the unit owners shall be held on or about the second Monday of February of each year, or at such other date within thirty (30) days before or after such date as may be designated by the Board. The unit owners may transact such other business at such meetings as may properly come before them. *Second Amendment to By-Laws effective as of June 26, 2013.*

3.02. Special Meetings. Special meetings of the unit owners, for any purpose or purposes, unless otherwise prescribed by statute, shall be called by written notice, authorized by a majority of the Board of Directors, or by the members entitled to vote one-fourth of the total votes, and such notice shall be in compliance with Section 3.04.

3.03. Place of Meeting. Meetings of the unit owners shall be held at such suitable place convenient to the unit owners as may be designated by the Board of Directors.

3.04. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by

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mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the unit owner at his address as it appears on the record books of the ASSOCIATION with postage thereon prepaid.

3.05. Quorum. A majority of the outstanding votes of the ASSOCIATION entitled to be cast, represented in person or by proxy, shall constitute a quorum at a meeting of the unit owners. If less than a quorum of the outstanding votes of the ASSOCIATION is represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time 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 according to the original notice thereof.

3.06. Proxies. At all meetings of the unit owners, a unit owner entitled to vote may vote in person or by proxy appointed in writing by the unit owner or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the ASSOCIATION before or at the time of the meeting. No proxy shall be effective for more than one hundred eighty (180) days following its issuance, unless granted to a mortgagee or lessee.

~~3.07. Membership. The ASSOCIATION shall have two classes of voting membership as follows:~~

- ~~a. Class A — Class A members shall be all unit owners with the initial exception of _____, the Declarant of the condominium, and shall have one vote for each unit owned; should a unit be owned by more than one person, the owners thereof are entitled collectively to only one vote;~~
- ~~b. Class B — Class B members shall be _____, the Declarant, who shall be entitled to three votes for each unit contemplated by this declaration, less units sold.~~
- ~~c. The Class B membership shall cease and be converted to Class A upon the earlier of:
(a) three years from the date that the first unit is conveyed by the Declarant to any person other than the Declarant; or (b) thirty (30) days after conveyance of seventy-five (75%) percent of the common element interests to purchasers.~~

3.07. Membership. All unit owners shall be members of the ASSOCIATION, and shall have one vote for each unit owned. Should a unit be owned by more than one person, the owners thereof are entitled collectively to only one vote. *First Amendment to By-Laws effective as of May 27, 2009.*

3.08. Voting. Each unit owner, and the Declarant, (as applicable) shall be entitled to cast at all meetings of unit owners the vote appertaining to each. Each unit owner shall be entitled to cast at all meetings of unit owners the vote appertaining to each. *First Amendment to By-Laws effective as of*

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May 27, 2009. Where unit ownership is in the name of two or more persons, the vote appertaining to their unit may be cast by any joint owner; provided, however, that the restriction in Section 3.07(a) applies to joint owners. Where the unit is sold under a land contract, the land contract vendee shall be entitled to cast votes appertaining to said unit. Notwithstanding the above, if the ASSOCIATION has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, such unit owner may not vote at the meeting.

3.09. Informal Action by Unit Owners. Any action required to be taken at a meeting of the ASSOCIATION, or any other action which may be taken at a meeting of the ASSOCIATION, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the unit owners (and the Declarant, if applicable) entitled to vote with respect to the subject matter thereof.

3.10. Membership. Initial membership in the ASSOCIATION shall be established by the recording of the Declaration in the office of the Register of Deeds for Brown County, Wisconsin. Transfer membership in the ASSOCIATION shall be established by the recording in the office of the Register of Deeds for Brown County of a deed or other instrument establishing a change of record title to a unit, or the recording in said office of a land contract. A certified copy of such deed or land contract shall be delivered to the ASSOCIATION by the transferee or vendee. A transferee designated by such deed or the vendees shall thereby become a member of the ASSOCIATION and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery, the transferee or vendee shall not be entitled to vote as a member of the ASSOCIATION and shall not be entitled to notice of meetings of unit owners. The ASSOCIATION shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the ASSOCIATION must be sent.

3.11. Mortgage. No unit owner may mortgage his unit or any interest in it without the written approval of the ASSOCIATION, unless such mortgagee is a bank, savings and loan, or other like financial institution. The approval for any other mortgages shall not be unreasonably withheld.

3.12. Leasing. ~~A unit owner other than the developer or ASSOCIATION may not lease his or her unit, unless the unit is listed for sale, and consent is given by the Board. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the condominium documents. The developer, or the ASSOCIATION, to the extent of any units owned by the ASSOCIATION, may lease any number of units in the condominium in their discretion and may do so for periods which shall also be within their discretion. A unit owner other than the ASSOCIATION may not lease his or her unit, except to family members where no rent is paid for occupation of the premises, unless the unit is listed for sale, and consent is given by the Board. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the condominium documents. The ASSOCIATION, to the extent of any units owned by the ASSOCIATION, may lease any number of units in the condominium in its discretion and may do so for periods which shall also be within its discretion.~~ ***First Amendment to By-Laws effective as of May 27, 2009.*** A unit owner other than the ASSOCIATION may not lease his or her unit, except to family members where no rent is paid for occupation of the premises, unless the unit is listed for sale, and consent is given by the Board. The terms of all leases, occupancy agreements and

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occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the condominium documents and shall not be for a term of less than 31 days. The ASSOCIATION, to the extent of any units owned by the ASSOCIATION, may lease any number of units in the condominium in its discretion and may do so only for periods of 31 days or greater. *Second Amendment to By-Laws effective as of June 26, 2013.*

ARTICLE IV

Officers

4.01. Principal Officers. ~~The principal officers of the ASSOCIATION shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors, from among its members. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. 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.~~ The principal officers of the ASSOCIATION shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors, from among members of the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. 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. *Second Amendment to By-Laws effective as of June 26, 2013.*

4.02. Election and Term of Office. ~~The officers of the ASSOCIATION to be elected by the Board of Directors shall be elected annually by the Board of Directors at the meeting of the Board of Directors held after each annual meeting of the unit owners. Each officer shall hold office until his successor shall have been duly elected or until the prior death, resignation, or removal.~~ The officers of the ASSOCIATION to be elected by the Board of Directors shall be elected annually by the Board of Directors at the meeting of the Board of Directors held at least seven (7) days prior to each annual meeting of unit owners but not before members of the Board of Directors are installed at 12:01 AM on January 15 of each year. Each officer shall hold office until his successor shall have been duly elected or until his prior death, resignation, or removal. *Second Amendment to By-Laws effective as of June 26, 2013.*

4.03. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the ASSOCIATION will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

4.04. Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

4.05. President. The President shall be the chief executive officer of the ASSOCIATION and, subject to the control of the Board of Directors, shall in general supervise and control all of the business

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and affairs of the ASSOCIATION. He shall, when present, preside at all meetings of the unit owners and of the Board of Directors.

4.06. Vice President. In the absence of the President, in the event of his death or inability to act, the Vice President, or if there shall be more than one, the Vice Presidents, in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

4.07. Secretary. The Secretary shall: (a) keep the minutes of the unit owners and the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the ASSOCIATION's records; (d) keep a register of the post office address of each unit owner; (e) keep track of the name and address of all unit owners and all transfers of units; (f) count and keep track of all votes cast at any meeting of the unit owners or Board of Directors, and (g) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

4.08. Treasurer. The Treasurer shall: (a) have charge ad custody of and be responsible for all funds and securities of the ASSOCIATION; (b) receive and give receipts for monies due and payable to the ASSOCIATION from any source whatsoever, and deposit all such monies in the name of the ASSOCIATION in such banks, trust companies or other depositories as shall be selected in accordance with the provision of these By-Laws; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

4.09. Agreements and Contracts. All agreements, contracts, deeds, leases, checks and other instruments of the ASSOCIATION may be executed by the President of the ASSOCIATION or by such other person or persons as may be designated by the Board of Directors.

4.10. Compensation. ~~No officer shall receive any compensation from the ASSOCIATION for acting as such, except as otherwise determined by vote of the ASSOCIATION. Officers will have their monthly common expenses fees waived. No Officer shall receive any further compensation from the ASSOCIATION for acting in such capacity, unless expressly allowed by the direction of the unit owners having two-thirds of the total votes.~~ ***First Amendment to By-Laws effective as of May 27, 2009.***

4.11. Liability of the Officers. The officers shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct. The unit owners shall indemnify and hold harmless each officer from and against any contractual liability to others arising out of contracts made by the officers on behalf of the ASSOCIATION unless such contracts shall have been made in bad faith. It is intended that the officers shall have no personal liability with respect to any contract made by

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them on behalf of the ASSOCIATION. It is also intended that the liability of the unit owners arising out of any contract made by the officers or out of the indemnity in favor of the officers shall be shared by all the unit owners in accordance with their undivided percentage interest in common elements, and the liability of any single unit owner shall be limited to such proportionate share of the total liability. At the option of the Board of Directors, officers' liability insurance may be obtained and shall be paid for as a common expense. *First Amendment to By-Laws effective as of May 27, 2009.*

ARTICLE V

Operation of the Condominium

5.01. Determination of Common Expenses. The Board of Directors from time to time and at annually, prepare a budget for the ASSOCIATION, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the unit owners as provided in the Declaration. The Board of Directors shall, on or before December 15 of each year, deliver to each unit owner, in writing, the budget as provided for herein. The assessment for common expenses for the entire year shall be effective as of January 1 of each year, but shall be payable in twelve (12) monthly installments each year.

The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the condominium property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him.

At least two (2) weeks before the date of each annual meeting of the ASSOCIATION, the Board of Directors shall supply to all unit owners a reasonable itemized accounting of all expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected.

~~5.02. Initial Determination of Monthly Common Expense Fee. The initial common expense fee payable to the ASSOCIATION as determined by the Declarant shall be \$50.00 per month for each unit not owned by the Declarant. During the conversion process from rental to condominium, the Declarant shall maintain the premises in a suitable manner in its sole discretion until 50% of the units are sold, at which time the ASSOCIATION shall assume responsibility for common expenses consistent with these By Laws. Declarant shall bill and account for maintaining the property and common expenses incurred to the ASSOCIATION on a quarterly basis until relieved of its obligation under the By Laws.~~ *First Amendment to By-Laws effective as of May 27, 2009.*

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5.03. Assessment of Common Expenses. Subject to Section 5.02 above, common expenses shall be assessed against each unit as follows: Each unit shall have attributable thereto an undivided share of the Common Expenses equal to 1/# of total units) of 100%.

5.04. Insurance. The ASSOCIATION shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the condominium building (but not equipment, furniture, furnishings or other personal property, of the unit owners), together with all heating and air-conditioning equipment and other service machinery contained therein, and all limited common elements; such insurance shall cover the Condominium Improvements and shall name as insured the ASSOCIATION, and all unit owners and their mortgagees and land contract vendors, as their interests may appear, in an amount equal to not less than the replacement value of the condominium building, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the ASSOCIATION or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees or land contract vendors as their interests may appear.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to the ASSOCIATION.

The ASSOCIATION shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the ASSOCIATION may from time to time determine.

5.05. Contingent Assessments. If the assessment of such common expenses proves inadequate for any reason, including nonpayment of any unit owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the unit owners in the same manner as the common expenses. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

5.06. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors at such time or times as the Board of Directors shall determine, except that the developer shall not be responsible for payment of any common expenses.

No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof. A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the ASSOCIATION or Board of Directors furnishes a statement pursuant to Section 703.16 of the Wisconsin Condominium Ownership Act, such liability shall be limited to the amount set forth therein.

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Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the ASSOCIATION or the Board of Directors on any matter.

5.07. Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than thirty (30) days from the due date for its payment.

5.08. Failure to Assess. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted budget on a unit owner shall not constitute a waiver or release in any manner of such unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted estimate, the unit owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly payment which is due more than ten (10) days after such annual budget or adjusted estimate shall have been mailed or delivered.

5.09. Default in Payment of Common Expenses. In the event any unit owner fails to pay the assessed common expenses and installments thereof within ten (10) days from the date when they are due, such unit owner shall be obligated to pay interest at the rate established from time to time by the Board of Directors on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid expenses. In the event the Board has not established such rate of interest, the rate shall be the maximum amount allowed by law. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 703.16 of the Wisconsin Condominium Ownership Act. The Board of Directors shall also have the right to prohibit such unit owner from voting at a meeting of the ASSOCIATION if the ASSOCIATION has recorded a statement of condominium lien on such unit and the amount necessary to release the lien has not been paid at the time of the meeting.

5.10. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The ASSOCIATION or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses may be pursued without foreclosing or waiving the lien securing the same.

5.11. Abatement and Enjoining of Violation. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to

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summarily abate and remove, at the expense of the defaulting unit owner, any structure or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such condition by appropriate legal proceedings.

5.12. Additions, Alterations or Improvements by Board of Directors. The Board of Directors shall be authorized and empowered to make any additions, alterations or improvements to the Condominium property; provided that the total cost of such additions, alterations or improvements in any calendar year shall not exceed fifteen percent (15%) of the annual operating budget of the ASSOCIATION for the previous year. Any additions, alterations or improvements costing in excess of fifteen percent (15%) of the annual operating budget of the ASSOCIATION for the previous year shall be subject to prior approval by unit owners holding a majority of the votes entitled to be voted in the ASSOCIATION.

5.13. Rules of Conduct. The Board of Directors may promulgate such rules and regulations concerning the use of the units and the common and limited common elements. Any such rule or regulation shall take effect ten (10) days after the date on which notice of such rule or regulation shall have been furnished by the Board of Directors to each unit owner.

ARTICLE VI

Records

6.01. Records and Reports. The Board of Directors or the managing agent shall keep detailed records of the actions of the ASSOCIATION and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners and financial records, and books of account of the ASSOCIATION. A written report summarizing all receipts and expenditures of the ASSOCIATION shall be rendered by the Board of Directors to all unit owners at least semiannually. In addition, an annual report of the receipts and expenditures of the ASSOCIATION shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE VII

Provision Respecting Maintenance

7.01. General. Each unit owner shall furnish and be responsible for, at his/her own expense, all of the maintenance repairs or replacements within his/her own unit.

7.02. Limited Common Areas. At the discretion of the Board of Directors, maintenance, repairs and replacements of any limited common areas and facilities may be assessed in whole or in part to unit owners benefitted thereby. Further, at the discretion of the Board of Directors, it may direct such unit owners, in the name and for the account of such unit owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board of Directors

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such lien waivers as may be required to protect the building from all mechanics' or materialmen's lien claims that may arise therefrom.

7.03. Discharge of Liens. The Board of Directors may cause to be discharged any mechanics' lien or other encumbrance which, in the opinion of the Board of Directors, may constitute a lien against the building or common areas and facilities, rather than against a particular unit and its corresponding percentage of ownership in the common areas and facilities. When less than all of the unit owners are responsible for the existence of any such claim, the unit owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

7.04. Damage Caused by Owner. If, due to the act or neglect of a unit owner or of an authorized occupant or visitor of such unit owner, damage shall be caused to the common areas and facilities or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board of Directors to the extent not covered by insurance.

ARTICLE VIII

Termination of Ownership

8.01. Default and Notice to Terminate; Action to Terminate. In addition to those remedies provided in Section 5.10 of these By-Laws, if any unit owner (either by this own conduct or by the conduct of any occupant of his unit) shall violate any of the covenants or restrictions or provisions of the Declaration of Condominium, or these By-Laws, or regulations adopted by the Board of Directors, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, the Board shall have the power to issue to said defaulting owner a ten (10) day notice in writing to terminate the rights of said defaulting owner to continue as a unit owner and to continue to occupy, use or control his unit. There upon an action may be filed by the ASSOCIATION against said defaulting owner seeking an injunction against said defaulting owner or occupant, or in the alternative, for a decree declaring the termination of said defaulting owner's right to occupy, use or control the unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting owner in the building shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall determine. The proceeds of any such judicial sale shall first be paid to discharge court costs, attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to said defaulting owner.

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ARTICLE IX

Miscellaneous

9.01. Notices. All notices to the Board of Directors or the ASSOCIATION shall be sent by registered or certified mail, care of the managing agent, or if there is no managing agent, to the office of the ASSOCIATION or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail.

9.02. Conflicts. These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, the Declaration shall control.

9.03. Amendment to By-Laws. These By-Laws may be modified or amended by vote of a least sixty-seven percent (67%) of the authorized votes of all unit owners, such vote to be taken at meeting of unit owners duly held for such purpose. Notwithstanding the above, any action taken or authorized by the unit owners by the affirmative vote of two thirds (2/3) of the votes entitled to vote thereon shall be given the same effect as though the By-Laws had been temporarily amended so far as necessary to permit the specific actions so taken or authorized.

9.04. Use of Common Areas and Facilities. The use, maintenance and operation of the common areas and facilities shall not be obstructed, damaged or unreasonably interfered with by any unit owner, nor shall anything be stored in the common areas and facilities without the prior consent of the Board of Directors. Except as provided herein, and as provided in the Declaration of Condominium, the common areas shall only be used for access, ingress and egress to and from the respective units, and for such other purpose which are incidental to the use of the units.

9.05. Outside Attachments. Unit owners shall not cause or permit anything to be placed on the outside walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board of Directors.

9.06. Sale or Rental Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the building, except at such location and in such form as shall be determined by the Board of Directors.

Retyped Original Document 1/23/14 by Pamela Spence

