

BY-LAWS OF GOLF TERRACE CONDOMINIUM ASSOCIATION, INC

Golf Terrace Condominium Association shall be governed by the Declaration of Golf Terrace Condominium as well as by the following By-Laws:

1. **Form.** Golf Terrace Condominium Association, Inc. shall be a non-profit corporation which shall be hereafter called the "Association".
2. **Membership and Voting Rights.** Each owner at the time of purchase of a unit, shall become a member of the Association. There shall be a total of 10 members with the owner or owners of each unit having but one vote for each unit owned. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and hereafter referred to) as a "voting member". Such voting member may be the owner or one of the group composed of all of the owners of a unit ownership, or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board of Directors of the Association and shall be revocable at any time by actual notice to the Board of Directors of the death or judicially declared incompetence of any designator, or by written notice to the Board of Directors of the Association by the owner or owners. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.
3. **Cumulative Voting.** In all matters wherein the unit owners vote on any issue, each voting member shall be entitled to a vote on a cumulative voting basis.
4. **Annual Meetings.** An annual meeting of the voting members will be held during the last half of each December. Advance written notice will be provided by mail (or onsite delivery) seven days prior to the date selected and will indicate the time and location.
5. **Special Meetings.** Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, the By-Laws or any other matter, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by a majority of the Board of Directors of the Association, or by the voting members having one-fourth (1/4) of the total votes, and delivered not less than ten days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.
6. **Notice of Meeting.** The notice of meeting required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board of Directors for the purpose of serving of such notice.

7. **Place of Meeting.** Meetings of the voting members shall be held at the property or at such other place in St. Croix County, Wisconsin, as may be designated in the notice of meeting.

8. **Quorum, Majority Vote.** The presence in person or by proxy at any meeting of the voting members of a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

9. **Adjournment of Meeting.** If any meeting of the voting members cannot be held because a quorum has not attended, a majority of the voting members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period not exceeding seven days in any one case.

10. **Number and Qualifications of Board of Directors.** The administration and direction of the property shall be vested in the Board of Directors (hereinafter sometimes called the "Board".) Consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each member of the Board of Directors shall be one of the owners or a spouse of an owner; provided, however, that in the event an owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board of Directors.

11. **Powers of the Board of Directors.** Administration of the Golf Terrace Condominium Association shall be delegated to, and is the responsibility of the Board of Directors, The Board of Directors shall have the power and authority to do all things necessary to administer said association, including the specific duties hereafter set forth. Nothing herein, however, shall diminish the power of the voting members to direct or overturn the decision of the Board of Directors.

12. **Powers and Duties of the Board of Directors.** The Board of Directors for the benefit of all of the owners shall acquire and pay for, out of maintenance hereafter provided for the following:

(a) **Property Insurance.** A policy or policies of insurance insuring the units and the common elements and facilities against loss or damage by the perils of fires, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the units and the common elements and facilities written in the name of, and the proceeds thereof shall be payable to the Association. Said policy or policies shall provide for separate protection for each unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. Prior to obtaining any such policy or policies of insurance or any renewal thereof, the Board of Directors

may obtain appraisals from a qualified appraiser for the purpose of determining the full replacement value of the common elements or facilities and the units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses.

(b) **Liability Insurance.** Comprehensive public liability and property damage insurance in such limits as the Board of Directors shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Declarant from any liability in connection with the common elements and facilities or the streets or sidewalks adjoining the property. Such insurance coverage shall also cover cross-liability claims of one insured against another.

A Condominium Directors and Officers Liability Policy shall be provided for the Board of Directors.

(c) **Worker's Compensation Insurance.** Worker's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board of Directors in its judgment shall elect to effect.

(d) **Employees.** The services of any person or firm employed by the Board of Directors.

(e) **Maintenance of Common elements and Facilities.** Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements and facilities and such furnishings and equipment for the common elements and facilities as the Board of Directors shall determine are necessary and proper.

(f) **Maintenance of Property.** Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of this Declaration or By-Law, or which in its opinion, shall be necessary or proper for the maintenance and operation of the property as a first-class condominium building or for the enforcement of these restrictions.

(g) **Mechanic's Liens.** Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board of Directors constitute a lien against the property or against the common elements and facilities, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board of Directors by reason of said lien or liens shall be specially assessed to said owners.

(h) **Maintenance of Individual Units.** Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Board of Directors, to protect the common elements and facilities, or any other portion of the building, and an owner of any

unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors to said owner, provided that the Board of Directors shall levy a special assessment against such owner for the cost of said maintenance or repair.

(i) **Right of Inspection.** The Board of Directors or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board of Directors is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board of Directors at the expense of the maintenance fund.

(j) **Limitation.** The Board of Directors' powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the common elements and facilities (other than for purposes of replacing or restoring portions of the common elements and facilities, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5000.00), without in each case obtaining the prior approval of the voting members holding two-thirds of the total votes.

(k) **Execution of Contracts.** All agreements, contracts, deeds, leases, and vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board of Directors in such manner as from time to time shall be determined by the written resolution of the Board. In the absence of such determination by the Board of Directors, such documents shall be signed by the Treasurer and countersigned by the President of the Board of Directors.

(l) **Rules and Regulations.** The Board of Directors may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of the owners and occupants of the property. Written notice of such rules and regulations shall be given to all owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations. Unless otherwise modified by the Association, each individual unit owner shall be responsible for the entryway light. Normal household pets are allowable in owner-occupied units only, provided that when outside, such pets are under leash and the owner is equipped with and uses an appropriate "scooper" to maintain the common premises in a cleanly manner. A 2/3 vote of the Association may authorize the removal of any owner's pet deemed to be a nuisance.

(m) **Licenses.** The Board of Directors, by vote of at least two-thirds (2/3) of the persons on the Board, shall have the authority to lease or to grant licenses or concessions with respect to any part of the common elements and facilities, subject to the terms of this Declaration. Nothing hereinabove contained shall be construed to give the Board of Directors authority to conduct an active business for profit on behalf of the owners or any of them.

13. **Election.** The Board of Directors shall elect at its organizational meeting each year from among its members as provided herein, a President, a Secretary, a Treasurer, and such additional officers as the Board of Directors shall see fit to elect.

14. **Removals.** Any member of the Board of Directors may be removed from office by an affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a member of the Board of directors removed may be elected by the voting members at the same meeting or at any subsequent meeting called for that purpose.

15. **Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, a successor may be elected at any regular meeting of the Board, at any special meeting of the Board called for such purpose.

16. **Vacancies.** Vacancies in the Board of Directors shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

17. **President.** The President shall be the chief executive officer. He shall preside over the meetings of the Board of Directors and of the unit owners. In general, he shall have all the powers and duties incident to the office of President, including, but not limited to, the power to appoint committees from among the unit owners any committee which he decides is appropriate to assist in the direction and administration of the property.

18. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the unit owners. In general, he shall perform all the duties incident to the office of the Secretary.

19. **Treasurer.** The Treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Association, or the managing agent, and such depositories as may from time to time be designated by the Board of Directors. In general, he shall perform all the duties incident to the office of Treasurer, and shall be insured by a Condominium Directors and Officers Liability Policy.

20. **Compensation of Officers.** Officers shall receive no compensation for their services, unless expressly allowed by the Association.

21. **Managing Agent.** The Association, acting through the Board of Directors, may delegate all or any portion of its authority to manage the property and to provide for reasonable compensation of such manager or managing agent.

22. **Minutes.** The Board of Directors shall keep minutes of its proceedings.

23. **Amendments.** These By-Laws may be amended at any time by a vote of seven (7) of the unit owners, but no amendment shall be inconsistent with the provisions of Chapter 703 of the Wisconsin Statutes.

Amendments passed at the 1999 Annual Meeting:

- A. **Article 19.** Registered Agent will always be the Treasurer. This person has their name with the Government as the contact person for the association. They are served any papers that relate to the association.
- B. **Article 16B.** Delete Dion Hanson Construction as the management firm and contact.
- C. **Article 10.** Conform to Bi-Laws of three Officers and deletion of Vice President position.

Amendments passed at the February 24, 2003, Association Meeting are corrections and editorial changes in the By Laws which affirm the A, B, and C Amendments (above) passed at the 1999 meeting. These changes have then been inserted into the By-Laws as follows:

- 1. **Form** Take "The" out of the quotes so it reads only "Association".
- 4. **Annual Meetings** Delete all sentences and substitute: An annual meeting of the voting members will be held during the last half of each December. Advance written notice will be provided by mail (or onsite delivery) seven days prior to the date selected and will indicate the time and location.
- 10. **Number and Qualifications of Board of Directors**
Delete from the fourth line: Except for the initial Board of Directors
- 12. **(b) Liability Insurance**
Delete the last line: Fidelity Bond coverage shall be provided for the Treasurer. Add: A Condominium Directors and Officers Liability Policy shall be provided for the Board of Directors.
- 13. **Election** Delete: a Vice President
- 18. **Vice President** Delete all of 18 which is the office of Vice President. (The following 18 through 24 are therefore renumbered one less.)
- 19. **Treasurer** Keep all except delete: "and shall be bonded with a fidelity bond."
Add: "and shall be insured by a Condominium Directors and Officers Liability Policy."
- 21. **Managing Agent** Keep the first sentence. Delete: "The initial management contract is between Declarant and Dion D. Hanson. This contract is on a month-to-month basis and may be canceled, renewed or renegotiated by the Board after Declarant turns of control of The Association to the unit owners as provided in Paragraph 13 (b) of the Declaration of Condominium."
- A. **Monthly dues** (reference to 20a & 20b of Golf Terrace Condominium Disclosure Materials) are due the 1st of each month, and after the 10th a \$5.00 Late Fee will be charged.

- B. One complete and updated folder of Disclosure Materials will be provided for each Unit (reference Page (i) at no charge. A \$35.00 fee will be charged for an additional or replacement folder of Disclosure Materials.

Section A - Common Areas/Building Exterior

The Golf Terrace Bylaws contains a detailed description of common areas.

1. Subject to city of Hudson regulations, Homeowners are personally responsible and liable for any damage to the buildings or common areas caused by the owner, non-owner resident, pets, guests. All portions of the real estate other than the interior of the townhome units (as described in the Bylaws) are common areas.
2. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or Common Elements.
3. Residents may use barbeque grills, provided they meet all City of Hudson regulations. Based on Hudson City Ordinance gas/charcoal barbeque grills must be placed a minimum of 15 feet away from structures when in use. Electric barbeque grills may be used on patios. Grills must always be covered when not in use.
4. For safety and liability reasons, all fire pits and bonfires will be prohibited on Golf Terrace property. Outdoor fires: bonfires, fire pits, etc. are unsightly; can be hazardous to property and person and can be a liability to the Association. All outdoor fires are prohibited on/near Association property.
5. No personal property of any kind shall be stored, placed or kept (temporarily or permanently) in or on the common areas.
6. Patios or decks shall not be used for storage of personal property, except for potted plants, patio furniture and grills. Children's play equipment shall not be stored on common areas or on patios and decks.
7. In case of emergency, the Association or other emergency personnel may gain entry to units. If the owner is not home and a window or door needs to be broken, it will be done by emergency personnel. The owner will be responsible for all repair costs.
8. All storm and screen doors must be approved by the Board before installation.
9. Signs of any kind are prohibited from property without Board approval. Exception: See "Selling a Townhome Unit" section of the rules and Regulations.
10. No owner shall paint or decorate or adorn the outside of such owner's unit, or install outside such owner's unit any:

- canopy or awning;
- outside radio or television antenna;
- satellite dishes;
- or other equipment, fixtures or items of any kind,

without the prior written permission of the Board of Directors.

11. The Board does not allow alterations to the existing landscaping or common areas without prior written permission.
12. No holes may be made on any part of the exterior vinyl siding or trim with nails or other hardware, unless they are the result of alterations permitted by the Board as outlined in #7 above.
13. All internal repairs/modifications to the living units and garages are at the owner's expense. Improvements that impair structural integrity of the building are prohibited. Owners are responsible for damages to other units, garages and common areas due to their actions or negligence. Homeowners may have up to 10 days to remove a dumpster, when the Board was previously notified prior to the dumpster being delivered.
14. Garbage collection is weekly. All residents are expected to store their garbage cans during the remainder of the week in their garage. Garbage cans are only to be put out by the curb the evening before or morning of, garbage pick-up. Residents must remove their garbage can from the curb in a timely manner following garbage pick-up. Residents expecting to be away from home for an extended period should ask a neighbor to remove their garbage can from the curb and store it for them until their return.
15. Holiday lights and decorations:
 - a. permitted on patios, trees, rock areas and shrubs immediately adjacent to your unit and entry doors. Lights may be clipped to gutters. Any lights or decorations must be attached so as not to pierce or damage siding, gutters, trees or shrubs. Only holiday lights are permitted on trees.
 - b. lights and decorations **are not permitted** on common areas of the property. No decorations may be placed on roofs or lawns. All damage caused by decorations, lighting or affixing them to the property is the responsibility of the owner.
 - c. Christmas trees are not allowed to be stored on patios.