

DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS AND EASEMENTS  
REGARDING  
NORTHSHORE, a CONDOMINIUM

Recorded Dec. 17<sup>th</sup> 1979, at 3:30 P.M.,  
Vol. 873 of Records, at pages 630/53 as  
Document No. 1051483, in the office  
of the Register of Deeds for Sheboygan  
County, Wisconsin.

THIS DECLARATION is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 through 703.28, of the Wisconsin Statutes, this 20th day of November, 1979, by GOTTSACKER HOMES, LTD., (hereinafter called "the Developer"),

WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in Exhibit A attached hereto.  
NOW, THEREFORE the Developer hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- Section 1. "Association" shall mean and refer to THE NORTHSHORE HOME OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "properties" shall mean and refer to that certain real property described in Exhibit A appended hereto and

BY-LAWS  
OF  
THE NORTSHORE HOME OWNERS  
ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is THE NORTSHORE HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 817 New York Avenue, Sheboygan, Wisconsin 53081, but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II  
DEFINITIONS

- Section 1. "Association" shall mean and refer to THE NORTSHORE HOME OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Conditions, Covenants, Restrictions and Easements, and such additions thereto as may hereafter be annexed by amendment to the said Declaration.
- Section 3. "Common Area" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.
- Section 4. "Unit" shall mean and refer to any Unit shown upon any recorded plat of survey of the Properties with the improvements thereon.
- Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 6. "Developer" shall mean and refer to GOTTSACKER HOMES, LTD., its heirs, representatives and assigns.

Section 7. "Declaration" shall mean and refer to the several Declarations of Conditions, Covenants, Restrictions and Easements applicable to the Properties recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the president of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivering written notice, either personally or by mail at least 30 days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. If,

however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

#### ARTICLE IV

##### BOARD OF DIRECTORS--SELECTION--TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. TERM OF OFFICE. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years, and at each annual meeting thereafter, the members shall elect replacement directors as terms shall expire.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the Association. Such prohibition shall not prevent an attorney-director of the Association making a charge to the Association for legal services rendered to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

- Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.
- Section 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to any vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
- Section 3. RIGHTS OR ORIGINAL DEVELOPER TO REMAIN ON BOARD OF DIRECTORS. The original Developer, GOTTSACKER HOMES, LTD., subject to its desire and pleasure, shall at all times be designated as one of the members of the Board of Directors of this Association.

ARTICLE VI

MEETING OF DIRECTORS

- Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
- Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the president

of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall have power to:

- [a] adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- [b] suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- [c] exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- [d] declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- [e] employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

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- [a] cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- [b] supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- [c] as more fully provided in the Declaration, to:
  - (i) fix the amount of the annual assessment against each Unit or other affected lands that shall not be subject to any recorded Declaration at least thirty (30) days in advance of each annual assessment period;
  - (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
  - (iv) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
  - (v) procure and maintain adequate liability and hazard and other insurance on property owned by the Association;
  - (vi) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - (vii) cause the Common Area to be maintained;
  - (viii) charge, in its discretion, reasonable fees for the use of any recreational facility situated upon the Common Area;

- (ix) suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (x) cause the exterior of the buildings to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

- Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.
- Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- Section 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
- Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.
- Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may at any time resign by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

- (a) PRESIDENT. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolution of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) VICE-PRESIDENT. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) SECRETARY. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) TREASURER. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

#### ARTICLE IX

#### COMMITTEES

The Association shall appoint an Architectural Control

Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declarations, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be deemed to be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate equal to the then prevailing maximum rate of interest permitted to be charged by law under the provisions of the statutes of the State of Wisconsin, Section 138.05, Wisconsin Statutes, or any successor amendments thereto. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereto shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE XII

CORPORATE SEAL

The Association shall have a corporate seal imprinted

"THE NORTHSHORE HOME OWNERS ASSOCIATION, INC.", but the absence of such seal from any documents to be executed in behalf of said Association shall not be deemed to affect the validity of such documents.

ARTICLE XIII

AMENDMENTS

- Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of voting members present in person or by proxy.
- Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

ADDITIONAL CONDOMINIUMS SUBJECT TO ASSOCIATION MEMBERSHIP

It being the plan and intention of the Developer to place additional portions of the lands described in Exhibit A attached to the Articles of Incorporation hereof under the provisions of the Unit Ownership Act of Wisconsin (Chapter 703, Wisconsin Statutes) by means of execution and recording of separate and additional Declarations of Conditions, Covenants, Restrictions and Easements, similar to the initial Declarations relating to NORTHSHORE, it is therefore provided in these By-Laws that each of the Unit Owners in the additional condominiums that may be so declared, while Unit Owners in a separate and distinct condominium have a separate, distinct and fractional owners interest in Common Areas situated therein, shall all be equal members and have equal standing in this Association. The Developer has reserved to himself the right not to place all of the remaining portion of the lands described in Exhibit A attached to the Articles of Incorporation hereof under the Unit Ownership Act of Wisconsin (Chapter 703, Wisconsin Statutes), and has the option to develop said remainder of lands in any manner that he shall see fit and which shall comply with all appropriate zoning ordinances and statutes applicable.

It is further agreed and declared that should any portion of the remaining lands described in said Exhibit A not be subjected to the provisions of the Unit Ownership Act and be utilized for single family residential

or multiple family residential development, rather than condominiums, the occupants of said premises shall be given the full right and use of Common Areas and amenities situated within the declared condominiums, including, but not expressly limited to, such items as swimming pools, recreational building, tennis courts, pools, lagoons, etc. In the event the remainder of the lands described in Exhibit A shall not be developed by the Developer in accordance with the Unit Ownership Act of Wisconsin (Chapter 703, Wisconsin Statutes), Owners of the fee or fees to the individual residential building or buildings that shall be constructed upon the balance of said lands shall be required to make payments on a per unit basis to this Association in the manner described in Article XI hereof. Further, in no event, shall the total number of votes allocated to rental units exceed 49% of the total vote to be cast in any matter pending before the Association for such vote. The Owners of the fee of such individual dwelling units and/or rental developments shall have a number of votes as members of the Association equivalent to the number of rental units situated in said private conventional housing development or equivalent to the private residential dwelling units constructed thereon, limited as aforescribed to the maximum of 49% of the total vote.

## ARTICLE XV

## MISCELLANEOUS REGULATIONS

- Section 1. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of March and end on the 28th day of February of every year, except that the first fiscal year shall begin on the date of incorporation.
- Section 2. TRANSFER FEE ON RESALE. Every member of the Association, at such time that they shall resell their individual Unit or Units and seek the issuance from the Association of a letter report as to the status of their individual account as to whether or not all assessments levied against their respective Units have been paid to date, and shall also request the reissuance of a Certificate of Membership in this Association to a new purchaser, shall be required to pay to the Association a transfer fee in the sum of \$25.00.
- Section 3. STORAGE AND PARKING REGULATIONS. No one shall be permitted to store any inflammable liquids in any type

of storage containers inside any of the Units or Buildings located anywhere upon the area referred to and described in Exhibit A attached to the Articles of Incorporation. Unit Owners and occupants of any rental units that may be constructed upon any portion of the lands involved herein and who shall thereby become members of this Association, are prohibited from parking or storing boats, campers or trailers on outside surface parking areas for any period of time in excess of six (6) hours. No repair work of any sort shall be undertaken by any Unit Owner or occupant of any rental unit upon any type of motor vehicles, boats, campers or trailers, on any of the exterior surface parking areas. At the discretion of the Board of Directors, Unit Owners may be permitted to have the right to utilize inside garage stalls located in basement levels of Buildings hereon for purposes of parking and storing equipment other than motor vehicles, such as boats, trailers and campers. However, all requests for such permission shall be submitted in writing in advance to the Board of Directors with a complete description of size, character and dimensions of the items involved.

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Section 4. SIGNS. No Unit Owner shall be permitted to erect any signs for any purpose whatsoever upon the premises or upon his Unit. No flags or other types of devices to promote open houses, inspections for the sale of said Units, shall be permitted to be erected upon any Common Area. These restrictions concerning the erection of signs and other types of advertising material concerning the sale of Units shall not be applicable to the Developer or to his real estate agents employed for the purposes of selling newly constructed Units as part of the initial development hereof. This paragraph would exclude subdivision and street signs.

IN WITNESS WHEREOF, we, being all of the Directors of THE NORTHSORE HOME OWNERS ASSOCIATION, INC. have hereunto set our hands this 20th day of November, 1979.

REGISTER'S OFFICE  
SHEBOYGAN COUNTY, WISCONSIN  
Received for Record this 17<sup>th</sup> day of  
Dec..... A. D. 1979 at 3:30  
o'clock P. M., and Recorded in Vol.  
873 of Records on page 654/65

*Harold J. Becker* Registrar

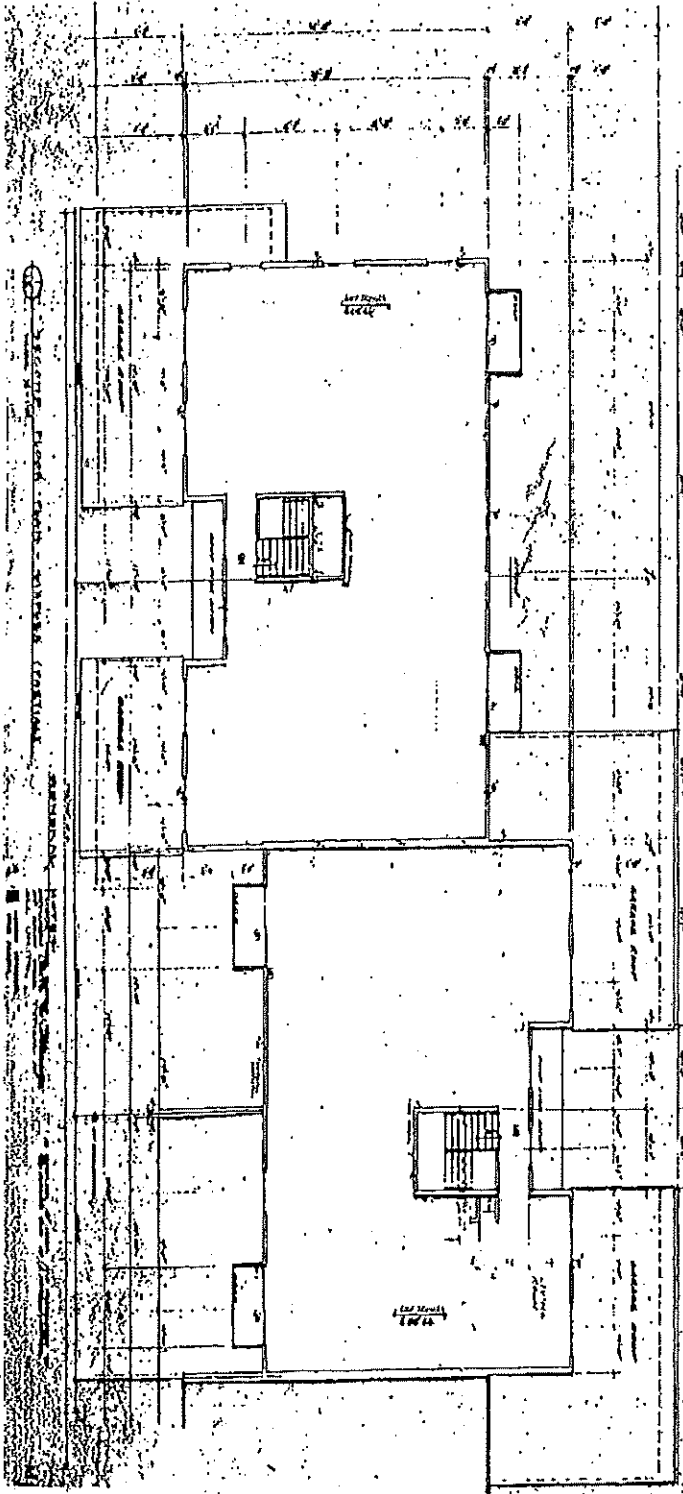
*Richard J. Gottsacker*  
Richard J. Gottsacker

*John E. Westfall*  
John E. Westfall

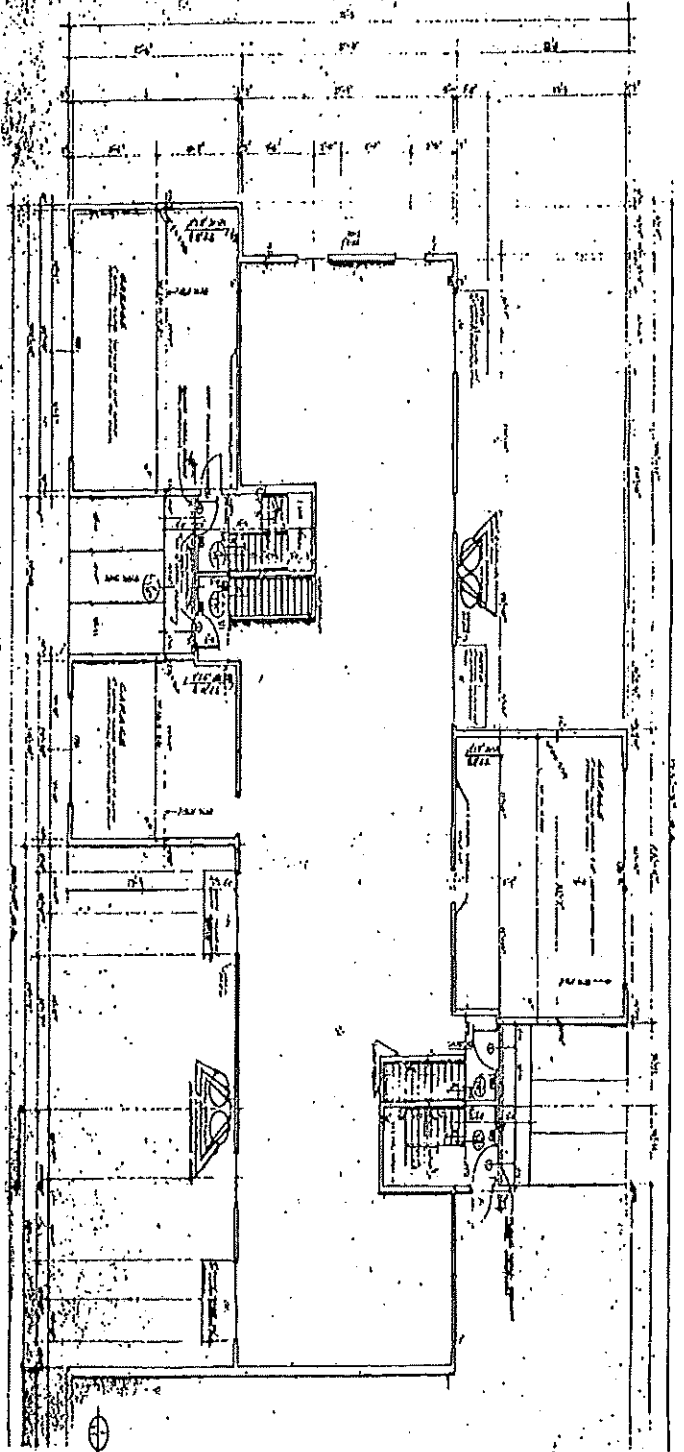
*Gregory C. Gottsacker*  
Gregory C. Gottsacker

13<sup>00</sup> MHW





Vol. B B-107A



Vol. B B-107B

1529360

SHEBOYGAN COUNTY, WI  
RECORDED ON

12-29-1998 11:50 AM

**DARLENE J. NAVIS**  
REGISTER OF DEEDSRECORDING FEE: 24.00  
TRANSFER FEE:

008350 0007

AMENDMENT TO DECLARATION OF  
CONDITIONS, COVENANTS,  
RESTRICTIONS AND EASEMENTS  
REGARDING NORTSHORE, A  
CONDOMINIUM

Pursuant to Article XII "General Provisions," Section 3 "Amendment" of the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Northshore, a Condominium, recorded in the office of the Register of Deeds for Sheboygan County on December 17, 1979, at 3:30 p.m. in Volume 873 of Records, at Pages 630/53 as Document 1051483, the following paragraphs or Sections are amended as follows (underscoring indicating addition; strikeouts indicating deletions), pursuant to the authority in Article XII, Section 3 of the Declaration (only those Sections or portions of Sections amended appear):

"WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in Exhibit A (as amended) attached hereto.

NOW, THEREFORE, the Developer hereby declares that all of the property described in Exhibit A (as amended) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof."

Article I:

"Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A (as amended) appended hereto and such additions thereto as may hereafter be annexed by amendment to this Declaration."

"Section 4. "Common Area" shall mean and refer to all real property and facilities described in Exhibit A (as amended). Each Owner shall have an undivided interest in the Common Area and facilities in the proportion as set forth in Article III."

"Section 6. "Unit" shall mean a part of the property being subjected to these declarations intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a Building, and with a direct exit to a public street or highway or to a Common Area or Limited Common Area leading to such street or highway, with improvements thereon, as shown upon the plat of survey of the property set forth in Exhibit A (as amended), designated by numerical sequence, and which shall be recorded pursuant to Section 703.13, Wis. Stats."

Article II:

"Section 1. CODE IDENTIFICATION. Each building shall be specifically designated by street numbers as in Exhibit A (as amended) attached hereto and a part of this Declaration;"

Return to:  
Attorney Alexander Hopp  
Office of the Corporation Counsel  
601 North Fifth Street  
Sheboygan, WI 53081

716793, 716795,  
716797, 716799,  
Parcel Identification No. 716801, 716803,  
716805, 716807, 716809, 716811,  
716813, 716815, 716817, 716819,  
716821, 716823

"Section 2. DESCRIPTION OF RESIDENTIAL BUILDINGS. The residential buildings on the real estate described herein in this Declaration, contain the number of units as shown for the respective buildings on Exhibit A (as amended). Said buildings shall contain two levels, plus a basement, and are constructed principally of wood, brick and concrete. Additional construction details are set forth in the building plans and working drawings available for inspection at the office of the Developer."

Article III:

"Section 1. PERCENTAGE OF OWNERSHIP. Each owner shall own an undivided interest in the Common Area and facilities with all other Owners. The percentage of ownership shall be ~~1/34~~ 1/16."

Article IV:

"Section 1. MEMBERSHIP. The Association referred to in Article I, Section 1, herein, shall consist of, as members, every Unit Owner herein, and in addition thereto, every Unit Owner in additional condominiums that shall be declared pursuant to the Unit Ownership Act of the State of Wisconsin (Chapter 703, Wisconsin Statutes) out of the parcel of land described in Exhibit A (as amended) which may be developed at a future date by the Developer. Every Owner dwelling in their unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit."

- "Section 2. a) Class A. Class A members shall be all Unit Owners in this condominium, with the exception of the Developer, as well as all Unit Owners in subsequent condominiums declared out of the remainder of the lands described in Exhibit A (as amended), together with all Owners, their heirs, successors, representatives or assigns of the fee to any private residential dwelling unit constructed upon the balance of lands in Exhibit A (as amended)."
- "b) Class B. The Class B member(s) shall be the developer and shall be entitled to three votes for each Unit owned or which may be built upon the lands described in Exhibit A (as amended), as well as all the remainder of the lands included in Exhibit A (as amended), as set forth in Article X. The Class B membership shall cease and be converted to Class A membership on the happening in the following event:"

Article VI:

"Section 5. RATE OF ASSESSMENT. Both annual and special assessments as affects Units which shall have been sold and closed in NORTSHORE, as well as in all subsequently declared condominiums out of the lands described in Exhibit A (as amended), shall be fixed at a uniform rate for all sole and occupied Units and shall be collected on a monthly basis."

Article X:

"Section 2. VOTING PRIVILEGES IN ASSOCIATION OF OWNERS OF RENTAL UNITS. In the event rental Units shall be constructed upon all or any portion of the remainder of the lands described in Exhibit A (as amended) by the Developer, his heirs, representatives or assigns, the Owners of the fee of such individual dwelling Units and/or rental projects shall be bound to strict compliance with the lien provisions contained in Article VI and shall have a number of votes as members of

the Association, equivalent to the number of rental Units situated in said private conventional housing development, or equivalent to the private residential dwelling Unit constructed thereon, but, in no event, shall the total number of votes allocated to rental units, exceed 49% of the total vote to be cast in any matter pending before the Association for such vote. It is the declared intention that all condominium Unit Owners, both in NORTSHORE and in any additional condominiums to be declared pursuant to Chapter 703, Wis. Stats., out of the remainder of lands described in Exhibit A (as amended) shall at all times have a right to cast a minimum of 51% of all votes to be made in any matter pending before the Association."

## Article XII:


## "Section 6.


RECIPROCAL EASEMENTS. Developer reserves for itself, its heirs, assigns, successors and representatives and particularly for Unit Owners of additional condominium Units to be constructed on all or any portion of the remainder of the lands described in Exhibit A (as amended) attached that may be subject to the Unit Ownership Act of Wisconsin (Chapter 703, Wis. Stats.), as well as Owners of the fee of residential rental Units that may be constructed thereon as well, and also rental occupants thereof, the right of ingress and egress in, to, upon and through and over Common Areas contained in NORTSHORE, particularly including the swimming pool designated therein, and each of the Unit Owners of NORTSHORE, and each of the Unit Owners in additional condominiums to be declared as described hereinabove, as well as Owners of the fee of rental units to be constructed on the balance of the lands described in Exhibit A (as amended) shall have a reciprocal easement for ingress and egress in, over, upon and through all additional lands to be designated in future condominiums to be declared as Common Areas, particularly all private roads as may be laid out and constructed through the entire parcel of property described in Exhibit A (as amended)."

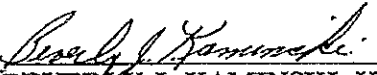
## "Section 7.

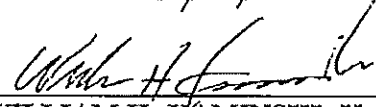
NON-HOMESTEAD OF DEVELOPER. None of the lands described in Exhibit A (as amended) attached hereto constitute the homestead of the Developer."

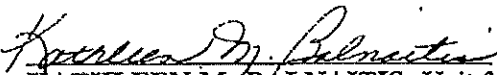
Dated at Sheboygan, Wisconsin, effective as of the date of the last signature hereto.

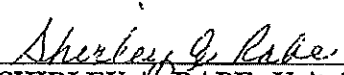
  
 ROSE HOLMAN, Unit 1,  
 3505 Willow Circle, Sheboygan, WI  
 Date Signed Dec. 15, 1998

  
 HAROLD J. HOLMAN, Unit 1,  
 3505 Willow Circle, Sheboygan, WI  
 Date Signed 12/15/98

  
 BEVERLY J. KAMINSKI, Unit 2,  
 3507 Willow Circle, Sheboygan, WI  
 Date Signed 12/15/98

  
 WILLIAM H. KAMINSKI, Unit 2,  
 3507 Willow Circle, Sheboygan, WI  
 Date Signed 12/15/98

  
 KATHLEEN M. BALNAITIS, Unit 3  
 3511 Willow Circle, Sheboygan, WI  
 Date Signed 12/15/98

  
 SHIRLEY A. RABE, Unit 4,  
 3513 Willow Circle, Sheboygan, WI  
 Date Signed 12/15/98

Mary A. Lang

MARY ANN LANG, Unit 5,  
3515 Willow Circle, Sheboygan, WI  
Date Signed 12-15-98

Barbara M. Chambers

BARBARA M. CHAMBERS, Unit 6,  
3517 Willow Circle, Sheboygan, WI  
Date Signed 12-15-98

Donna Day

DONNA L. DAY, Unit 7,  
3508 Willow Circle, Sheboygan, WI  
Date Signed 12-15-98

Rebecca B. Nelson

REBECCA B. NELSON, Unit 8,  
3506 Willow Circle, Sheboygan, WI  
Date Signed Oct ninth 1998

Alyce Siminow

ALYCE SIMINOW, Unit 9,  
3520 Highcliff Circle, Sheboygan, WI  
Date Signed 12/15/98

Ruth M. Luedtke

RUTH M. LUEDTKE, Unit 10,  
3522 Highcliff Circle, Sheboygan, WI  
Date Signed 12-15-98

Christine A. Rotsch

CHRISTINE A. ROTSCH, Unit 11,  
(being 3524 Highcliff Circle)  
151 Bushaway Road, Wayzata,  
MN 55391  
Wayzata, MN 55391  
Date Signed 12/28/98

Jeffrey J. Rotsch

JEFFREY J. ROTSCH, Unit 11,  
(being 3524 Highcliff Circle)  
151 Bushaway Road, Wayzata,  
MN 55391

Date Signed 12/28/98

Hilda E. Grosshuesch

HILDA E. GROSSHUESCH, Unit 12  
3526 Highcliff Circle, Sheboygan, WI  
Date Signed 12/15/98

Laverne Hildebrand

LAVERNE R. HILDEBRAND  
Unit 14, 3528 Highcliff Circle  
Sheboygan, WI  
Date Signed Dec. 15 - 1998

No longer an owner.

ESTHER KNAUS, Unit 16,  
3516 Highcliff Circle, Sheboygan, WI  
Date Signed \_\_\_\_\_

John F. Knaus

JOHN F. KNAUS, Unit 16,  
3516 Highcliff Circle, Sheboygan, WI  
Date Signed 12-15-1998

Peter J. Loewen

PETER J. LOEWEN, Unit 17,  
3519 Highcliff Circle, Sheboygan, WI  
Date Signed 12-15-98

Mary E. Loewen

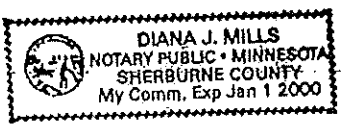
MARY E. LOEWEN, Unit 17,  
3519 Highcliff Circle, Sheboygan, WI  
Date Signed 12-15-98



STATE OF MINNESOTA )

Hennepin COUNTY ) ss:

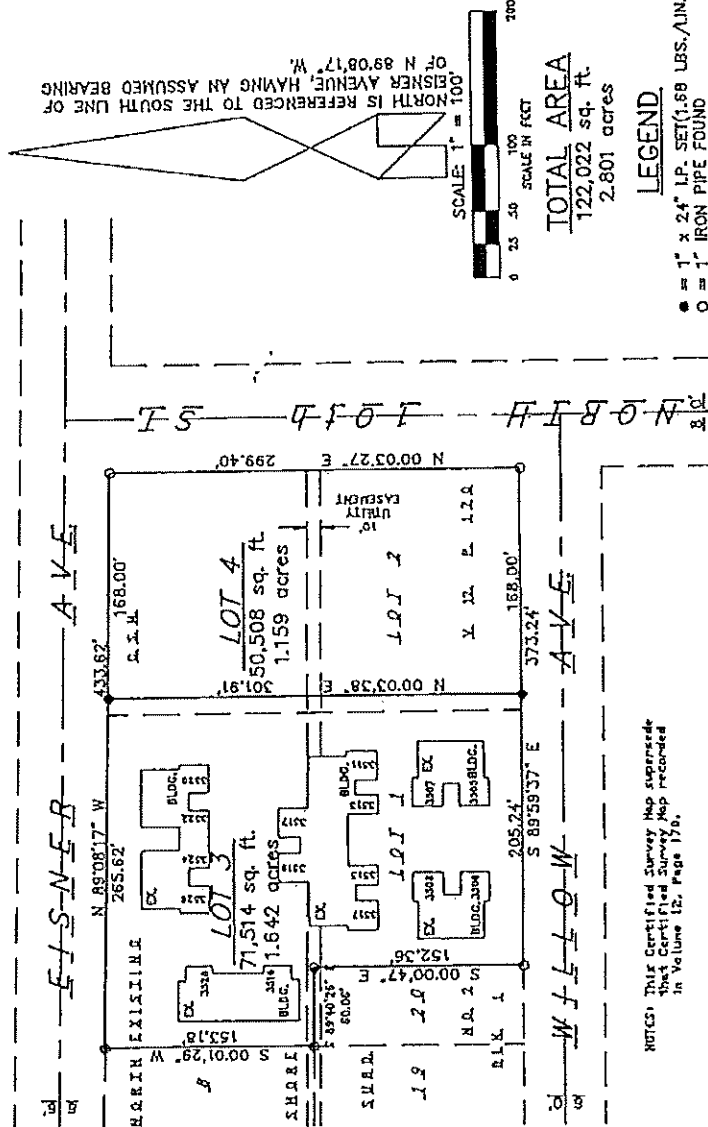
Personally came before me this 28<sup>th</sup> day of December, 1998, the above-named CHRISTINE A. ROTSCH and JEFFREY J. ROTSCH, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



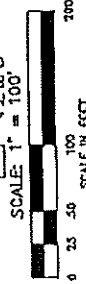
Diana J. Mills  
Notary Public, State of ~~Wisconsin~~ Minnesota  
My Commission (is permanent)(expires 1/1/98)

CERTIFIED SURVEY MAP  
OF

LOTS 1 & 2 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 12, PAGE 170,  
BEING LOTS 1 - 7 & 21 - 26, BLOCK 1, NORTH SHORE SUBDIVISION NO. 2,  
ALSO KNOWN AS NORTH SHORE CONDOMINIUMS  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN



NORTH IS REFERENCED TO THE SOUTH LINE OF  
EISNER AVENUE, HAVING AN ASSUMED BEARING  
OF N 89°08'17\"/>



TOTAL AREA  
122,022 sq. ft.  
2.801 acres

LEGEND

- = 1" x 24" LP. SET (1.68 LBS./LIN. FT.)
- = 1" IRON PIPE FOUND
- ⊙ = 1" IRON ROD FOUND
- ⊚ = 3/4" IRON PIPE FOUND

SHEET 1 OF 2

BOOK NO. 121, PAGE NO. 88-89



NOTES: This Certified Survey Map supersedes  
that Certified Survey Map recorded  
in Volume 12, Page 170.

EXHIBIT A

THIS INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE & ASSOCIATES, INC.

JOB NO. D-2283

Page 2 of 2

SURVEYOR'S CERTIFICATE

I, Allison R. Diebels, Registered Land Surveyor, hereby certify that I have surveyed, divided, and mapped the tract of land shown on this drawing located in Lot 1 & 2, Lots 1-7 & 21- 26, Block 1, North Shore Subdivision, also known as North Shore Condominiums, City of Sheboygan, Sheboygan County, Wisconsin.

That I have made such survey, land-division and map by the direction of Sheboygan County owners of the land and that such drawing is a correct representation of all the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Sheboygan.

January 19, 1996

*Allison R. Diebels*  
ALLISON R. DIEBELS  
Registered Land Surveyor S-763  
S-763  
SHEBOYGAN COUNTY  
LAND SURVEYOR

OWNER'S CERTIFICATE

As owner (s) I (we) certify that I (we) caused the land described on this drawing to be surveyed, divided, mapped and dedicated as represented on the drawing.

October 5, 1998  
DATE

*Julie Glancey*  
Julie Glancey, County Clerk

AGREEMENT TO SEPARATE PROPERTY  
FROM NORTSHORE CONDOMINIUM  
AND TO AMEND ITS DECLARATIONS  
AND PLAT

1545012

SHEBOYGAN COUNTY, WI  
RECORDED ON

06-01-1999 4:13 PM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 48.00  
TRANSFER FEE:

017454 1

Return to:  
Attorney Alexander Hopp  
Office of the Corporation Counsel  
601 North Fifth Street  
Sheboygan, WI 53081

Parcel Identification No.

716793, 716795, 716797, 716799,  
716801, 716803, 716805, 716807,  
716809, 716811, 716813, 716815,  
716817, 716819, 716821, 716823

**AGREEMENT TO SEPARATE PROPERTY FROM  
NORTHSHORE CONDOMINIUM AND TO  
AMEND ITS DECLARATIONS AND PLAT**

THIS AGREEMENT is entered into between SHEBOYGAN COUNTY (hereinafter the COUNTY), THE NORTHSHORE HOME OWNERS ASSOCIATION, INC. (hereinafter NORTHSHORE ASSOCIATION), and all unit owners of all of the property located within the area covered by what is commonly referred to as Northshore Condominiums (hereinafter the "UNIT OWNERS"). NORTHSHORE ASSOCIATION and the UNIT OWNERS may sometimes be collectively referred to as the "Condominium Parties."

**INTRODUCTORY RECITALS**

A "Declaration of Conditions, Covenants, Restrictions, and Easements Regarding Northshore, a Condominium" (the "Declarations") was recorded December 17, 1979, at 3:30 p.m. in Volume 873 of Records at Pages 630/53 as Document No. 1051483, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, by which all property therein referred to was submitted to the provisions of the "Condominium Ownership Act" (the "Act") of the State of Wisconsin, secs. 703.01 through 703.38, Stats., and there was created and established what is commonly referred to as Northshore Condominiums.

Articles of Incorporation were filed on December 7, 1979, with the State of Wisconsin and were recorded on December 10, 1979, at 9:25 a.m. in Volume 873 of Records, Pages 325/32, as Document No. 1051317, which resulted in a corporation known as The Northshore Home Owners Association, Inc.

As the result of tax foreclosure proceeding, the COUNTY owns eighteen (18) units of the Northshore Condominiums being described as:

<u>UNIT #</u>	<u>ADDRESS</u>
13	3515 Highcliff Circle, Sheboygan, WI
15	3518 Highcliff Circle, Sheboygan, WI
19	3521 Highcliff Circle, Sheboygan, WI
20	3523 Highcliff Circle, Sheboygan, WI
21	3528 Northshore Court, Sheboygan, WI
22	3526 Northshore Court, Sheboygan, WI
23	3518 Northshore Court, Sheboygan, WI
24	3516 Northshore Court, Sheboygan, WI
25	3511 Northshore Court, Sheboygan, WI

<u>UNIT #</u>	<u>ADDRESS</u>
26	3509 Northshore Court, Sheboygan, WI
27	3515 Northshore Court, Sheboygan, WI
28	3517 Northshore Court, Sheboygan, WI
29	3521 Northshore Court, Sheboygan, WI
30	3523 Northshore Court, Sheboygan, WI
31	1006 Willow Avenue, Sheboygan, WI
32	1008 Willow Avenue, Sheboygan, WI
33	1014 Willow Avenue, Sheboygan, WI
34	1016 Willow Avenue, Sheboygan, WI

together with an 18/34 interest in and to the common areas and elements of the above referred to Northshore Condominiums; and all of these units remain undeveloped.

The COUNTY desires to have a portion of the real estate upon which were to be located the above undeveloped units removed from the provisions of the Act (Chapter 703, Stats.) and the Declarations and from NORTHSHORE ASSOCIATION governance so that said real estate can be sold and developed without complying with the Act and the restrictions set forth in the Declarations; and NORTHSHORE ASSOCIATION and all of the UNIT OWNERS are willing to amend the Declarations to release such property from the Act and the Declarations upon the conditions hereinafter set forth.

#### AGREEMENT

IN CONSIDERATION of the mutual covenants hereinafter set forth, the COUNTY, NORTHSHORE ASSOCIATION, and the UNIT OWNERS hereby agree as follows:

1. AMENDMENTS TO THE DECLARATIONS. The Condominium Parties, pursuant to the provisions of sec. 703.09(2), Stats., do hereby consent to the removal from the provisions of the Act (Chapter 703, Stats.) and the Declarations and from NORTHSHORE ASSOCIATION governance and do hereby consent to amend the Declarations and its accompanying plat (previously identified as Exhibit A and filed in Volume 13 of Plats on Page 71 as Document No. 1051482 on December 17, 1979, at 3:28 p.m.) (hereinafter the "Plat") with regard to the property described as follows:

Lot 4 of a Certified Survey Map recorded as Document No. 1519806 in Volume 15 of Certified Survey Maps, on Pages 228/29, in the Office of the Register of Deeds for Sheboygan County,

Wisconsin, on October 5, 1998, at 9:31 a.m., being a redivision of Lots 1 and 2 of a Certified Survey Map recorded in Volume 12 of Certified Survey Maps, on Page 170, which Certified Survey Map was a division of a part of Block 1, North Shore Subdivision No. 2, which is also known as North Shore Condominiums;

all as underscored and as otherwise shown on the attached copy of the survey map thereby intending to separate from and no longer be a part of North Shore Condominiums and its Declarations.

2. CONVEYANCE TO THE COUNTY. The Condominium Parties, simultaneously with amending the Declarations and the Plat, hereby agree to convey the above-described property by Quit Claim Deed to the COUNTY, which Deed shall include the following covenants which shall be covenants running with the land:

a. Only residential uses shall be constructed on the property except for auxiliary buildings. Any building units shall be no more than two stories high and have a minimum of one thousand six hundred (1,600) square feet;

b. Any building structures built on the said property shall be at least twenty (20) feet away from the westerly boundary line of said property.

3. REVERTER OF UNITS 13 AND 15. The COUNTY shall convey, by Quit Claim Deed, the phantom units which were previously designated as Units 13 and 15 all right, title, and interest it may have to any of the property remaining subject to the Declarations to NORTHSHORE ASSOCIATION.

4. COUNTY'S OBLIGATION. The COUNTY agrees that NORTHSHORE ASSOCIATION should be able to, without cost to its UNIT MEMBERS, monument the west boundary line of the property described as Lot Four (4) in Paragraph 1, above, by providing a line of cedar trees or other screening plant materials and to at the same time install any necessary fill or do other landscaping work on its property so as to ensure that there is an aesthetically pleasing break in the land use at this boundary line. To help off-set expenses that NORTHSHORE ASSOCIATION may incur, and in consideration of this Agreement, the County will pay to NORTHSHORE ASSOCIATION at the time of the delivery of this Agreement fully executed the sum of Five Thousand Dollars (\$5,000.00). By signing this Agreement the UNIT OWNERS delegate to the

Board of Directors of NORTSHORE ASSOCIATION the authority to carry out the boundary marking implementation or other issues relating to the expenditure of said COUNTY payment. The Condominium parties agree that COUNTY has provided, at its expense, the land survey work necessary to identify the westerly boundary line and to amend the plat. The COUNTY, through its Corporation Counsel attorneys, shall also provide all legal documents that may be necessary to implement the terms of this Agreement.

5. AMENDMENT OF DECLARATIONS AND PLAT. The Condominium Parties agree that each will consent to the amendments to the Declarations and the amended Plat as may be necessary to carry out the intent of this Agreement. The amendment to the Plat shall be substantially as set forth in Exhibit A and the amendment to the Declarations shall be substantially as set forth in Exhibit B, all as attached hereto.

6. FURTHER ASSURANCES. Each of the parties agree that they will deliver to the opposite party or assist in obtaining for the opposite party such other documents, instruments, releases, or otherwise as reasonably may be required to effectuate the provisions of this Agreement.

7. COUNTERPARTS. This Agreement or any ancillary documents which shall be required may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement on the dates indicated after their signatures.

SHEBOYGAN COUNTY

THE NORTSHORE HOME OWNERS ASSOCIATION, INC.

By James E. Gilligan  
JAMES E. GILLIGAN, County Board Chairperson

By Harold J. Holman  
HAROLD J. HOLMAN, President

By Julie Glancey  
JULIE GLANCEY, County Clerk

By Ruth M. Luedtke  
RUTH M. LUEDTKE, Secretary

Date Signed 12/10/98

Date Signed 12/15/98



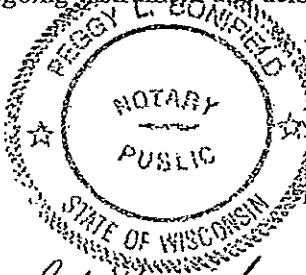
Rose Holman  
ROSE HOLMAN, Unit 1,  
3505 Willow Circle, Sheboygan, WI  
Date Signed Dec 15, 1998

Shirley Guist  
FIRSTSTAR BANK WISCONSIN,  
formerly known as Firststar Bank  
Sheboygan  
Date Signed 3-25-99

Harold J. Holman  
HAROLD J. HOLMAN, Unit 1,  
3505 Willow Circle, Sheboygan, WI  
Date Signed 12-15-98

STATE OF WISCONSIN )  
Milwaukee ) ss:  
~~SHEBOYGAN COUNTY~~ )

I, g Personally came before me this 25 day of March,  
1998, the above-named Shirley Guist to me known to be the  
~~Mortgages Department Officer~~ of Firststar Bank Wisconsin who executed the  
foregoing instrument and acknowledged the same.



Alexander Hopp  
~~ALEXANDER HOPP~~  
Notary Public, State of Wisconsin  
My Commission is ~~permanent~~: expires March 10, 2002

Beverly J. Kaminski  
BEVERLY J. KAMINSKI, Unit 2,  
3507 Willow Circle, Sheboygan, WI  
Date Signed 12/15/98

L.D. Hopp - President  
M&I LAKEVIEW BANK, formerly  
known as United Savings & Loan  
Association, Valley United Bank,  
S.S.B., and M&I Bank, S.S.B.  
Date Signed 4/8/99

(Signature page to "Agreement to Separate Property From Northshore  
Condominium and to Amend its Declarations and Plat" Between  
Sheboygan County, Northshore Condominium, and its Unit Owners)



Mary A Lang

MARY ANN LANG, Unit 5,  
3515 Willow Circle, Sheboygan, WI  
Date Signed 12-15-98

Barbara M Chambers

BARBARA M. CHAMBERS, Unit 6,  
3517 Willow Circle, Sheboygan, WI  
Date Signed 12-15-98

Katherine Nelson

NORWEST MORTGAGE, INC.,  
Lienholder Katherine Nelson  
Date Signed May 24, 1999

STATE OF ~~WISCONSIN~~ Maryland  
) ss:  
~~SHEBOYGAN COUNTY~~ Frederick County

Personally came before me this 24th day of May, 1999,  
~~XXXX~~ the above-named Katherine Nelson to me known to be the  
Assistant Secretary of Norwest Mortgage, Inc., who executed the  
foregoing instrument and acknowledged the same.



Karen M. Nash

~~ALEXANDER HOPR~~  
Notary Public, State of ~~WISCONSIN~~ Maryland  
My Commission ~~is~~ ~~XXXXXX~~ Expires 10/30/02  
MY COMMISSION EXPIRES 10/30/02

Donna Day

DONNA L. DAY, Unit 7,  
3508 Willow Circle, Sheboygan, WI  
Date Signed 12-15-98

L.D. Myle - President

M&FLAKEVIEW BANK, formerly  
known as M&I Bank, S.S.B.  
Date Signed 4/8/99

(Signature page to "Agreement to Separate Property From Northshore  
Condominium and to Amend its Declarations and Plat" Between  
Sheboygan County, Northshore Condominium, and its Unit Owners)

STATE OF WISCONSIN )  
 ) ss:  
SHEBOYGAN COUNTY )

Personally came before me this 8<sup>th</sup> day of April,  
1999, the above-named GARY NAPLES to me known to be the  
President of M&I Lakeview Bank who executed the  
foregoing instrument and acknowledged the same.



Kathie Norman  
~~ALEXANDER HOPP~~ KATHIE NORMAN  
Notary Public, State of Wisconsin  
My Commission is permanent.

REBECCA B. NELSON, Unit 8,  
3506 Willow Circle, Sheboygan, WI  
Date Signed \_\_\_\_\_

Katherine Nelson  
NORWEST MORTGAGE, INC.,  
Lienholder Katherine Nelson  
Date Signed May 24, 1999

STATE OF ~~WISCONSIN~~ ) Maryland  
 ) ss:  
~~SHEBOYGAN COUNTY~~ ) County of Frederick

Personally came before me this 24th day of May, 1999,  
~~XXXX~~, the above-named Katherine Nelson to me known to be the  
Assistant Secretary of Norwest Mortgage, Inc., who executed the  
foregoing instrument and acknowledged the same.



Karen M. Nash  
~~ALEXANDER HOPP~~  
Notary Public, State of ~~Wisconsin~~ Maryland  
My Commission ~~Expires~~ Expires  
MY COMMISSION EXPIRES 10/30/02

(Signature page to "Agreement to Separate Property From Northshore  
Condominium and to Amend its Declarations and Plat" Between  
Sheboygan County, Northshore Condominium, and its Unit Owners)





Hilda E. Grosshuesch  
HILDA E. GROSSHUESCH, Unit 12  
3526 Highcliff Circle, Sheboygan, WI  
Date Signed 12/15/98

Laverne Hildebrand  
LAVERNE R. HILDEBRAND  
Unit 14, 3528 Highcliff Circle  
Sheboygan, WI  
Date Signed 12/15/98

No longer an owner.  
ESTHER KNAUS, Unit 16  
3516 Highcliff Circle, Sheboygan, WI  
Date Signed \_\_\_\_\_

John F. Knaus  
JOHN F. KNAUS, Unit 16  
3516 Highcliff Circle, Sheboygan, WI  
Date Signed 12-15-1998

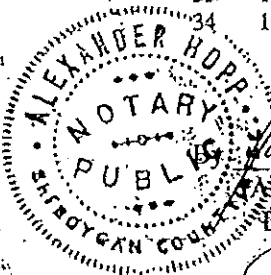
Peter J. Loewen  
PETER J. LOEWEN, Unit 17  
3519 Highcliff Circle, Sheboygan, WI  
Date Signed 12-15-98

Mary E. Loewen  
MARY E. LOEWEN, Unit 17  
3519 Highcliff Circle, Sheboygan, WI  
Date Signed 12-15-98

(Signature page to "Agreement to Separate Property From Northshore  
Condominium and to Amend its Declarations and Plat" Between  
Sheboygan County, Northshore Condominium, and its Unit Owners)



- 26 3509 Northshore Court, Sheboygan, WI 716807
- 27 3515 Northshore Court, Sheboygan, WI 716809
- 28 3517 Northshore Court, Sheboygan, WI 716811
- 29 3521 Northshore Court, Sheboygan, WI 716813
- 30 3523 Northshore Court, Sheboygan, WI 716815
- 31 1006 Willow Avenue, Sheboygan, WI 716817
- 32 1008 Willow Avenue, Sheboygan, WI 716819
- 33 1014 Willow Avenue, Sheboygan, WI 716821
- 34 1016 Willow Avenue, Sheboygan, WI 716823



*James E. Gilligan*  
 \_\_\_\_\_  
 JAMES E. GILLIGAN, County Board Chairperson

By *Julie Glancey*  
 \_\_\_\_\_  
 JULIE GLANCEY, County Clerk

STATE OF WISCONSIN )  
 ) ss:  
 SHEBOYGAN COUNTY )

Personally came before me this 10<sup>th</sup> day of December, 1998, the above-named James E. Gilligan and Julie Glancey to me known to be the County Board Chairperson and the County Clerk, respectively, for Sheboygan County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

*Alexander Hopp*  
 \_\_\_\_\_  
 ALEXANDER HOPP  
 Notary Public, State of Wisconsin  
 My Commission is permanent.

STATE OF WISCONSIN )  
 ) ss:  
 SHEBOYGAN COUNTY )

Personally came before me this 15<sup>th</sup> day of December, 1998, the following-named persons: Harold J. Holman, Rose Holman, William H. Kaminski, Beverly J. Kaminski, Kathleen M. Balnaitas, Shirley A. Rabe, Mary Ann Lang, Barbara M. Chambers, Donna L. Day,

Alyce Siminow, Ruth M. Luetke, Hilda E. Grosshuesch,  
Laverne Hildebrand, John F. Knaus, Peter J. Loewen,  
Mary E. Loewen, David R. Vandervoort, Colleen Vandervoort

\_\_\_\_\_, to me known  
to be the persons who executed the foregoing instrument and acknowledged the  
same.

M. Anne Ibe  
M. Anne Ibe  
~~ALEXANDER HOPP~~, Notary Public  
State of Wisconsin  
My Commission is ~~permanent~~ expires 10/09/2001

This instrument drafted by:  
Attorney Alexander Hopp  
Office of the Corporation Counsel  
601 North Fifth Street  
Sheboygan, WI 53081

(Signature page to "Agreement to Separate Property From Northshore  
Condominium and to Amend its Declarations and Plat" Between  
Sheboygan County, Northshore Condominium, and its Unit Owners)

a:6:cc1nort1,rev

~~STATE OF WISCONSIN )  
 ) ss:  
SHEBOYGAN COUNTY )~~

~~Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_,  
1998, the above-named \_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of M&I Lakeview Bank who executed the  
foregoing instrument and acknowledged the same~~

~~Not Applicable - 09A.  
ALEXANDER HOPP  
Notary Public, State of Wisconsin  
My Commission is permanent.~~

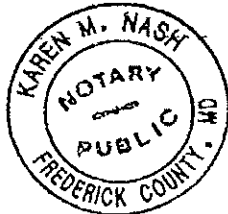
~~FDL N445-722-21-929-0~~

Rebecca B Nelson  
REBECCA B. NELSON, Unit 8,  
3506 Willow Circle, Sheboygan, WI  
Date Signed 12/29/98

Katherine Nelson  
NORWEST MORTGAGE, INC.,  
Lienholder Katherine Nelson  
Date Signed May 24, 1999

~~STATE OF WISCONSIN ) Maryland  
 ) ss:  
SHEBOYGAN COUNTY ) Frederick County~~

Personally came before me this 24th day of May, 1999,  
~~1998~~, the above-named Katherine Nelson to me known to be the  
Assistant Secretary of Norwest Mortgage, Inc., who executed the  
foregoing instrument and acknowledged the same.



Karen M. Nash  
~~ALEXANDER HOPP~~  
Notary Public, State of ~~Wisconsin~~ Maryland  
My Commission ~~Expires~~ Expires  
MY COMMISSION EXPIRES 10/30/02

(Signature page to "Agreement to Separate Property From Northshore  
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CERTIFIED SURVEY MAP  
OF  
LOTS 1 & 2 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 12, PAGE 170,  
BEING LOTS 1 - 7 & 21 - 26, BLOCK 1, NORTH SHORE SUBDIVISION NO. 2,  
ALSO KNOWN AS NORTH SHORE CONDOMINIUMS  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

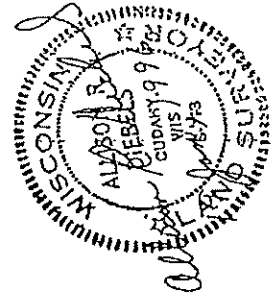
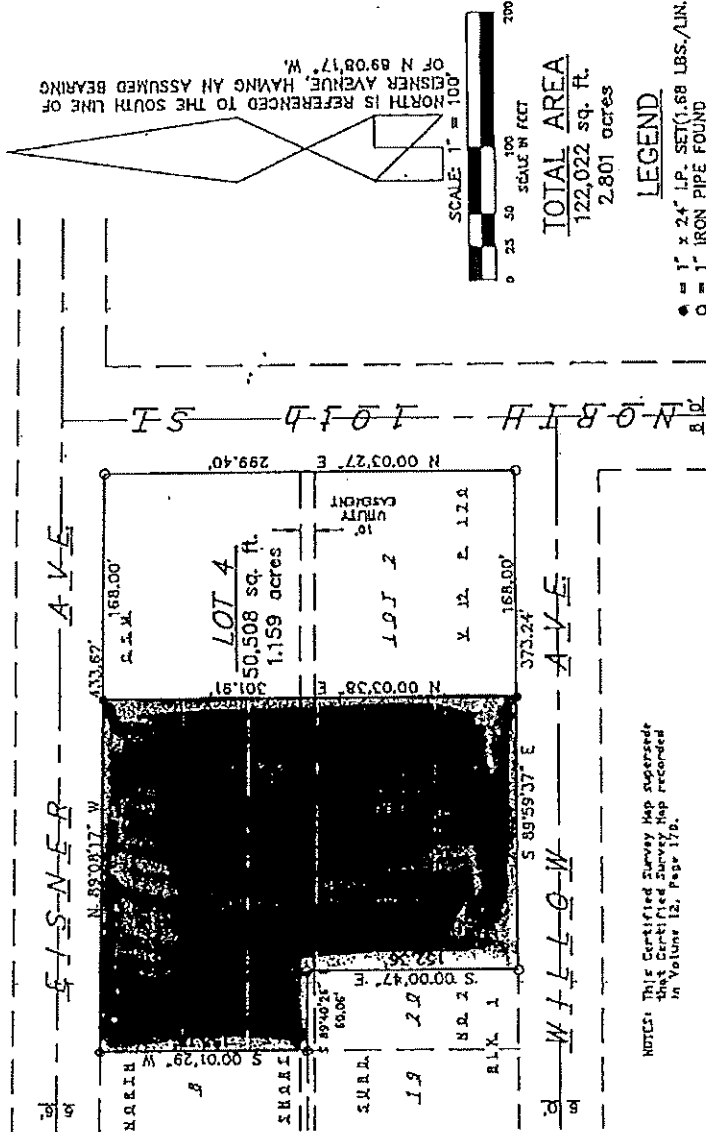


EXHIBIT A

NOTES: This Certified Survey Map separates  
this Certified Survey Map recorded  
in Volume 12, Page 170.

SHEET 1 OF 2

BOOK NO. 121, PAGE NO. 88-89

JOB NO. D-2293

THIS INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE & ASSOCIATES, INC.

AMENDED AND RESTATED BY-LAWS  
OF  
NORTHSHORE HOME OWNERS ASSOCIATION, INC.

**ARTICLE I NAME AND PURPOSE**

Pursuant to the Articles of Incorporation of NORTHSHORE HOME OWNERS ASSOCIATION, INC., and the DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING NORTHSHORE, a CONDOMINIUM, recorded December 17, 1979 in Volume in 873 of Records, at pages 630/53, as Document No. 1051483, in the office of the Register of Deeds for Sheboygan County, Wisconsin, as amended from time to time (the "Declaration"), the following are adopted as the Amended and Restated By-Laws of NORTHSHORE HOME OWNERS ASSOCIATION, INC. (the "Association"), which is an association incorporated in the State of Wisconsin and formed and organized to serve as an association of Unit Owners (the "Owners") who own real estate and improvements (hereinafter the "Property") relating to Northshore Condominium, located in the City of Sheboygan, Sheboygan County, Wisconsin ("NORTHSHORE CONDOMINIUM") under the condominium form of ownership, as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (the "Act") under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Declaration.

At a meeting duly called and with notice properly given to the Owners, these Amended and Restated By-Laws of the Association (the "By-Laws") were adopted upon the affirmative vote of seventy-five percent (75%) of the Owners on the \_\_\_ day of \_\_\_, 2020. These By-Laws shall be deemed covenants running with the land and shall be binding on the Owners, their heirs, administrators, personal representatives, trustees, successors and assigns, and any of their agents, contractors, invitees, tenants, employees, or visitors shall be subject at all times to compliance with the Declaration, By-Laws, and any adopted Rules and Regulations when upon the Property.

**ARTICLE II MEMBERS, VOTING AND MEETINGS**

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

- A. **Defined.** Members of the Association shall be Owners of all Units in NORTHSHORE CONDOMINIUM, as more specifically defined in Article I, Section 2 of the Declaration. Each Unit owner upon acquiring title to a Unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his, her or its ownership of such Unit ceases for any reason, at which time his, her or its membership in the Association shall automatically cease. Pursuant to Article IV, Section 2(b)(i) and Section 3 of the Declaration and Section 703.15, Wis. Stats, there shall only be one class of membership and only Owners shall be Members of the Association.

- B. **One Membership and Vote Per Unit.** One membership and one vote shall exist for each Unit. If title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests with regard to a single Unit must be voted by one person, either as designated prior to vote at any meeting, or in the event of conflict between such owners then pursuant to the designation for the Unit contained in the Membership List or if no such designation is made then by the first individual of majority age as stated in the deed for such Unit. The Association may require a member to prove ownership before counting such vote. Notwithstanding the provisions of this Section, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such Unit shall not be entitled to vote at such meeting.
- C. **Membership List.** The Association shall maintain a current membership list (the "Membership List") showing the membership pertaining to each Unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Unit if any, and the person designated to cast the vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.
- D. **Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that 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 and address of the new owner, identification of Unit date of transfer, name of the person designated to vote, the mortgagee of the Unit if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.
- E. **Fee for Information to Facilitate Transfer of Membership.** The Board of Directors has reasonably determined that the time and expense to maintain current records and documents requested in connection with a typical transfer of a Unit exceeds \$50.00. The Association shall have the right to charge a fee to an Owner, or upon failure to pay upon the Owner's agents or successors, for reimbursement of estimated costs of providing disclosure materials

and information on outstanding assessments and other related acts in connection with a transfer, which shall initially be in the amount of \$50.00. The fee may be changed by the Board of Directors, in its reasonable discretion from time to time, provided that the procedures set forth in Section 703.205, Wis. Stats. have been followed.

2.2 **QUORUM, AND PROXIES FOR MEMBERS' MEETINGS.** A quorum for members' meetings shall consist of one-third of the votes in the Association, whether the Owner is appearing in person, by telephone, or by proxy. Votes may be cast in person or by proxy or by voice vote in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of one (1) year, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may name any Owner, any Officer, the Board of Directors, or a party holding a Power of Attorney. Except for a power of attorney which shall meet the requirements of Wisconsin law, the form of the proxy shall be allowed if (1) it has been timely filed with the Secretary, (2) it has been signed by the Owner either in ink or electronically, and (3) from a review, the Secretary is reasonably able to conclude the intent of the Owner to grant the proxy. Appearance may be by telephone or by similar electronic communication, as long as persons appearing by telephone or such other electronic communication may simultaneously hear and be heard by all unit members in attendance. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. If a meeting is adjourned due to a lack of quorum, and later rescheduled with at least ten (10) days' notice to all Owners; the subsequent meeting shall allow for the transaction of any business that might have been transacted at the original meeting for which notice was given.

2.3 **ACT BY MAJORITY AND ARBITRATION.** The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Declaration or these By-Laws. In the event that the members are deadlocked on a vote, then the existing status quo shall continue until such time that the deadlock has been broken. After a deadlock vote, a member shall have the right to assert that the deadlock materially affects that member as an Owner or the Association. In the event of (i) a deadlock vote on a decision which is asserted to materially affect a member or the Association, then the Board of Directors may provide a recommendation to break the deadlock. The recommendation of the Board of Directors shall not be binding upon the Association or the members but shall be provided prior to any action for Arbitration. In the event that a deadlock continues for more than one year and Board of Directors has been unable to resolve the deadlock and confirms that the matter is material, it is

hereby agreed that the deadlock shall be referred to the American Arbitration Association, or such other dispute resolution agency as the parties shall agree, for arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with the arbitrator's award, the other parties are entitled to costs of suit including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

- 2.4 **TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.** Written notice of all meetings stating the time, place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit owners, to each member at his, her or its address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Any Owner shall have the right to elect to receive notice by electronic mail rather than by mail or personal delivery, and in the event that a signed consent to notice by electronic mail is in the files of the Secretary and is so noted on the Membership List of the Association maintained by Section 2.1C of these By-Laws, then notice shall be given to such Owner by electronic mail. Meetings shall be held at such time and place as may be designated by the Board of Directors.
- 2.5 **ANNUAL MEETINGS.** The annual meeting shall be held on or about the first Saturday in May of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. The Board of Directors, without necessity for amendment of these By-Laws, may from time to time change the date of the annual meeting for future years by announcement in the notice of annual meeting and majority vote of those in attendance in person, by telephone, or by proxy, at the annual meeting.
- 2.6 **SPECIAL MEETINGS.** Special meetings of the members shall be held whenever called by any member of the Board of Directors. A special meeting may also be called upon a petition signed by one-third of the Owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the meeting notice.
- 2.7 **POWERS OF THE ASSOCIATION.** In addition to the rights of the Association under Article V of the Declaration, the Association has the power to: (1) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Owners, (2) Employ and dismiss employees and agents, (3) Sue on behalf of a majority of the Owners, and (4) Exercise any other power conferred by the Declaration or these By-Laws; and subject to any restrictions and limitations specified by the Declaration, the Association may: (5) Make contracts and incur liabilities, including borrowing funds in the name of the

Association in the manner specified in these By-Laws, (6) Regulate and impose charges for the use of common elements, (7) Cause additional improvements to be made as a part of the common elements, (8) Acquire, hold, encumber and convey any right, title or interest in or to the Property, (9) Grant easements through or over the common elements, (10) Receive any income derived from payments, fees or charges for the use, rental or operation of the common elements; (11) Grant or withhold approval of any action by an Owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium, and (12) Purchase goods and services jointly with other condominium associations or other persons.

### **ARTICLE III BOARD OF DIRECTORS**

- 3.1 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** The affairs of the Association, including management and operation of the condominium Property, shall be administered by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors on behalf of the Association, including without limitation those powers set forth in Section 2.7 of these By-Laws, specifically items (2), (3), (5) with respect to making contracts and incurring liabilities (but not borrowing funds), (6), (7), (10), (11), and (12) on its own initiative if not in violation of or inconsistent with the prior direction or votes of the Association, and specifically items (1), (4), (5) with respect to borrowing funds, (8), (9) if carried out and implemented consistent with and after the prior authorization by vote of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws. In addition to the foregoing, and not by way of limitation, the powers and duties of the Board of Directors shall include: (a) Care, upkeep and surveillance of the Property and common elements and facilities, including the exterior of buildings; (b) Collection of assessments from the Owners, including addressing unpaid assessments under Article VI of the Declaration; (c) Designation and dismissal of the personnel, including the employment of a management company and contractors, necessary for the maintenance and operation of the Property, the common elements and facilities; (d) Collection of special assessments from the owners which are not a part of the regular assessments; (e) Filing with the Department of Financial Institutions, at times necessary, designation of the registered agent of the Association and to complete any and all other necessary documents and notices as required by Wisconsin Law; (f) Maintaining the roster of unit owners with their addresses as may be required under the Declaration, these By-Laws, or the Act; (g) Designate areas within the common elements of the condominium, if any, for recreational and/or utility use by the Owners; (h) Administering the rules and regulations set forth in these By-Laws, and other rules and regulations adopted pursuant to these By-Laws and the Declaration; (i) Obtaining quotations for and purchase of property and casualty insurance insuring the

common elements of the Condominium as set forth in the Declaration; (j) Preparing and distributing to each Owner an annual budget prior to the annual meeting of the Association; and (k) adopting and publishing rules and regulations governing the use of the common elements and facilities and the Property, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

- 3.2 **NUMBER OF DIRECTORS.** The Board of Directors shall consist of five (5) persons, which is the number of Directors at the time of the adoption of these By-Laws. The Directors shall be elected for three (3) year terms each, with two Directors during two year and one Director elected during the other year, to better enable continuity of knowledge and operation of the Association. Directors shall be required to be an Owner, either directly or indirectly, of a Unit in order to be qualified to serve. In the event a Director is removed, automatically becomes ineligible because of a change in Unit Ownership, or resigns, then the remaining Board members shall elect a replacement Director who shall serve for the remainder of the predecessor's term. In the event that an election of Director is inadvertently not held at the annual meeting, then the Director shall continue to serve until the next election takes place or until a successor is duly elected and qualified.
- 3.3 **VACANCIES ON BOARD.** Vacancies on the Board of Directors 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 the expiration of that Directors term, even though an intervening annual meeting may occur before the annual meeting at which that class of Directors is to be elected.
- 3.4 **REMOVAL OF DIRECTORS.** At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed, with or without cause, by a majority of the votes of the membership present in person, by telephone, or by proxy, provided a quorum is in attendance. Notice of the proposed removal shall be required to be given. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. If a vote is cast in favor of removal, the Director shall be immediately removed and a successor may then and there be elected to fill the vacancy thus created.
- 3.5 **ANNUAL MEETING AND NOTICE.** An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of electing officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.
- 3.6 **REGULAR MEETINGS AND NOTICE.** The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution,

such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

- 3.7 **SPECIAL MEETINGS AND NOTICE.** Special meetings of the Board of Directors may be called by the President or by a majority of Directors on three (3) days prior written notice to each director, given personally, by mail, by telephone, or by electronic mail (provided that a Director has consented to notice by electronic mail), which notice shall state the time, place and purpose of the meeting.
- 3.8 **WAIVER OF NOTICE.** Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver by him or her of notice of the time and place thereof, unless the Director at the beginning of the meeting or promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Except as set forth in this Section, if all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.9 **QUORUM OF DIRECTORS – ADJOURNMENTS.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. If a meeting is adjourned due to lack of quorum, and later rescheduled, the subsequent meeting shall allow for the transaction of any business that might have been transacted at the original meeting for which notice was given, as long as notice is given pursuant to Section 3.7 of these By-Laws.
- 3.10 **FIDELITY BONDS.** The Board of Directors may, but shall not be required to, require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

#### **ARTICLE IV OFFICERS**

- 4.1 **DESIGNATION, ELECTION AND REMOVAL.** The principal officers of the Association shall be a President, a Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The offices of Secretary and Treasurer may be held by the same person, but no person shall simultaneously hold more than one of any of the other principal offices. The Directors may appoint an Assistant Treasurer and/or an Assistant Secretary if deemed necessary, and neither of those officers shall be required to be Board members. The officers of the

Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. 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, and his or her successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting, called for that purpose.

- 4.2 **PRESIDENT.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.
- 4.3 **VICE PRESIDENT.** The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors 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 on him or her by the Board of Directors.
- 4.4 **SECRETARY.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; serve notices of the meetings of the Board of Directors and of the Association; keep all books and records of the Association other than books of account, including the Membership List described in Section 2.1C.; count votes at meetings of the Association; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.
- 4.5 **TREASURER.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the President or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Owners. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association.
- 4.6 **COMMITTEES.** The Board of Directors may appoint an Architectural Control Committee, as provided in Article VII of the Declaration, or shall in the absence of such a committee carry out the duties of such a committee

under Article VII. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

- 4.7 **LIABILITY OF DIRECTORS AND OFFICERS.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a Director or Officer of the Association, if such person: (i) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his or her own affairs; or (ii) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe to be true. The Association shall, to the fullest extent permitted under Wisconsin Corporation Law, indemnify its Directors and Officers. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.
- 4.8 **COMPENSATION.** No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

## **ARTICLE V OPERATION OF THE PROPERTY**

- 5.1 **THE ASSOCIATION.** The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Act, the Declaration, the Articles of Incorporation and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$5,000.00 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services or a managing agent with respect to the administration and operation of the Condominium.
- 5.2 **RULES AND REGULATIONS.** The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall

conform to and abide by all such rules and regulations. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or by the Board of Directors, but in either case, by an affirmative majority vote at a meeting of the Association or the Board of Directors, at which a quorum is in attendance, provided such action has been included in the notice of meeting given to members; provided that no rule or regulation may be adopted or rescinded by the Board of Directors contrary to a resolution adopted by the members.

5.3 **COMMON EXPENSES.** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual budget for submission to and approval by the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be equally assessed against the Units. The assessments shall be made on an annual basis and shall be prorated and due and payable in monthly installments. If not paid on or before the due date, the assessment shall bear interest at twelve percent (12%) per annum, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

5.4 **BUDGET.** The annual operating budget may provide for two funds: (i) one of which shall be designated the "operating fund"; and (ii) one of which shall be designated the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, governmental charges and fees, similar municipal or district payments, water and sewer charges, insurance premiums, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting, paving, roofing, or renovation.

In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Owners. The reserve fund may also be used to discharge mechanics' liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit owner or owners responsible for any lien which is

paid by the Association, but not the obligation of the Association, shall be specially assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Owner, is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Owner responsible therefore. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Owners in subsequent years.

The annual budget shall be prepared by the Board of Directors thirty (30) days prior to the annual meeting. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit and shall furnish copies of the budget on which such common assessments are based to each member at the annual meeting. At the annual meeting, the majority vote of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the budget recommended by the Board of Directors.

5.5 **COMMENCEMENT OF PAYMENTS.** The installment of regular assessments for each and every Unit has already commenced and shall be due and payable on the first day of each month. Such monthly payments of common expenses shall be in accordance with the approved annual budget.

5.6 **DEFAULT AND LIENS.** All assessments, until paid, together with interest at twelve percent (12%) per annum and actual costs of collections (including actual attorneys' fees), constitute a lien on the Units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefore and 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 therefore, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

## **ARTICLE VI REPAIRS AND MAINTENANCE**

6.1 **INDIVIDUAL UNITS.** Each Unit owner, at his, her or its sole expense, shall be responsible for keeping the interior of his, her or its Unit and all of its equipment, fixtures and appurtenances in order, condition and repair and in a clean and sanitary condition. Each Unit owner must perform or cause

to be performed all maintenance and repair work within his, her or its own Unit which, if omitted, would affect the Property in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining Owners, as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, patios, decks, porches, screens and screening, lighting fixtures, heating and air conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, water heaters, water softeners, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association or the Board of Directors may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association or as otherwise required by the Declaration.

- 6.2 **REPAIR AND MAINTENANCE EASEMENT.** An Owner shall permit representatives of the Association and other parties designated by the Association entry into the Unit for purposes of maintaining the mechanical or electrical services, or performing any other act as authorized by these By-Laws or the Declaration of the Association. The Board of Directors may have access to each Unit during reasonable hours as necessary for access to the common elements of the condominium, or for making emergency repairs therein as may be necessary to prevent damage to the common element or to the limited common elements or to a unit or units of the condominium. Damage to the interior of any part of a unit resulting from the maintenance, repair, emergency repair, or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense of all the owners; provided, however, that if such damage is the result of the negligence of an Owner, then such Owner shall be responsible for all of such damage. Access shall include but not be limited to the sump pump and related sump crock and outlet and smoke detectors and fire alarms.
- 6.3 **COMMON ELEMENTS AND FACILITIES.** The Association shall be responsible for the management and control of the Common Elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit owners are responsible, as provided in the Declaration and hereafter with respect to Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit owner, or the tenant, guest, occupant or agent of a Unit owner and not covered by

insurance, in which case such expense shall be charged and specially assessed to such Unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements (not including the Limited Common Elements):

- Routine painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs, periodic painting of exterior doors;
- All cleaning, painting, repair, restoration and general maintenance of the Common Elements;
- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required, to the extent not addressed by others; and
- Maintenance, repair or restoration of roads, walks, driveways, and parking areas which are a part of the Condominium or on easements for its benefit.
- Snow and ice removal with regard to roads, walks, and driveways (other than those in the Limited Common Elements) within the Condominium or on easements for its benefit.

6.4 **LIMITED COMMON ELEMENTS.** Each Unit owner, at his, her or its sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association. Every Unit owner shall have the right to decorate the Limited Common Elements appurtenant to his, her or its Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall first have the prior written approval of the Board of Directors of the Association.

6.5 **ASSOCIATION SERVICES.** The Association may provide any service or maintenance requested by a Unit owner or owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefore.

## **ARTICLE VII DUTIES AND OBLIGATIONS OF UNIT OWNERS**

7.1 **RULES AND REGULATIONS.** The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

- A. **Use.** No Unit owner shall occupy or use his, her or its Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a residence.
- B. **Leases.** With respect to any Unit transferred sold or conveyed on or after January 1, 2021, Owners of Units in the Condominium may lease their Units to a party other than an immediate family member only pursuant to the following terms and conditions:
- The term of the lease shall be no less than six (6) months and not more than one (1) year and only during such time that the Owner is either absent due to an unexpected event limiting the Owner's ability to occupy the Unit or during a time that the Unit is for sale; provided that the Board of Directors may approve a one time extension for a similar period, if necessary;
  - The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association and the Board of Directors may require the lease to be on a prescribed form; and
  - Unless waived by the Board of Directors, prior to the beginning of the lease term, the owner must give the Board of Directors notice of the name and permanent address of the tenant and the term of the lease, in order to provide a secure environment for Unit Owners and their guests.
- C. **Animals.** No animals other than dogs, cats, fish or birds are permitted at the Property, including without limitation in any Unit, and shall also be subject to the following additional restrictions. No pets or animals of any kind shall be allowed in a Unit leased at any time; provided that a service guide dog may accompany a person who is blind or who has low vision and further provided that a service dog or cat may accompany a person if the service dog or cat is a properly registered dog or cat service animal and the occupant has a medically required need for a service animal as confirmed by a written letter from a medical doctor, or as otherwise required by law in order to comply with the Americans with Disabilities Act (ADA). With respect to any Unit transferred sold or conveyed on or after January 1, 2021, no pets or animals of any kind shall be allowed in a Unit leased at any time other than one (1) dog with a weight limit less than 40 pounds or one (1) cat, along with fish or birds; provided that a larger service guide dog may accompany a person who is blind or who has low vision and further provided that a larger service dog may accompany a person if the service dog is a

properly registered service animal and the occupant has a medically required need for a service animal as confirmed by a written letter from a medical doctor, or as required by law in order to comply with the Americans with Disabilities Act (ADA). All dogs and cats are to be controlled on a lead at all times and none shall ever be tied out to the buildings, railings, stakes, or trees, or any other manner where the owner is not in complete control of the animal.

- D. **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No Unit owner shall permit anything to be done or kept in his, her or its Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance.
- E. **Signs.** No party shall be permitted to erect any signs for any purpose whatsoever upon the Property or upon the exterior of a Unit, except for a "for sale" sign for purposes of advertising the sale of a Unit, provided that such exterior signs shall be reasonable in appearance, are of a size as is usual and customary within the neighborhood, and a sign permit has been obtained from the municipality if required.
- F. **Antennas, Temporary Structures.** No antennas for television or aerials or radios shall be installed or erected on any roof or any other portion of the Condominium unless by the Association.
- G. **Outdoor appearance.** No clothes, clothesline, hangers or other articles shall be placed or hung outdoors or from the windows of the buildings, or draped over railings, in the Common Elements or Limited Common Element. Owners, occupants, and visitors are prohibited from parking or storing boats, campers or trailers on outside surface parking areas for any period of time in excess of six (6) hours. No buses, recreational vehicles, trailers, campers, boats, unlicensed or unrepairable automobiles, machinery, snowmobiles, debris, junk or other similar material or items shall be stored, kept or maintained within the common elements of the condominium. No repair work of any sort shall be undertaken by any Owner or occupant upon any type of motor vehicles, boats, campers or trailers, on any of the exterior surface parking areas.
- H. **Noxious and Illegal Activity.** No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.
- I. **Hanging of Items.** The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of the Unit

is prohibited, except for reasonable holiday decorations approved by the Board of Directors.

- J. **Alteration, Construction or Removal.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.
- K. **Installation of Items and Storage.** No exterior awnings, canopies, shutters, fixed grills or any other exterior equipment or fixtures of any kind shall be installed unless first approved by the Board of Directors. Common Elements and Limited Common Elements, including patios and balconies, shall not be used for storage of any kind.
- L. **Waste.** Unit owners shall keep their Units and Limited Common Elements appurtenant thereto clean and litter free. No garbage container shall be permitted to remain at the pickup site for more than twelve (12) hours after pickup. Accumulations of waste, litter, and garbage containers shall be situated only in locations designated by the Association. The Board of Directors shall require uniform waste receptacles if on the exterior of the Condominium. Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Unit owner shall indemnify and hold harmless the Association and each other Unit owner for the indemnifying Unit owner's failure to observe this Section.
- M. **Use of Common Elements.** Owners and occupants shall respect the rights of the others to privacy and freedom from undue noise and, therefore, shall limit family gatherings, cookouts or family recreational activities to those areas within the common elements and/or during time periods designated by the Board of Directors or the Association.
- N. **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration shall control.
- O. **Enforcement.** The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$100.00 per violation to be charged and assessed by the Association through the Board of Directors uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Each day of

violation after the first notice shall be a separate violation. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

- 7.2 **ASSOCIATION RULES.** The Association, acting through the Board of Directors, may approve and distribute to Owners additional rules and regulations, and amendments to such rules and regulations, approved, adopted amended or replaced by the Board of Directors from time to time pursuant to the procedures set forth in this Section and these By-Laws. All such rules and regulations shall be in writing and shall be distributed to the Unit owners no less than 30 days prior to the effective date of such rules and regulations. Notwithstanding the foregoing, the rules and regulations contained within these By-Laws may be amended only as an amendment to the By-Laws, as set forth below.

#### **ARTICLE VIII GENERAL**

- 8.1 **FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected by the Association.
- 8.2 **ADDRESS.** The mailing address of the Association shall be the address of the Secretary of the Association in Sheboygan, Wisconsin 53081, until such time as a new mailing address may be designated by the Association.

#### **ARTICLE IX AMENDMENTS**

- 9.1 These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative seventy-five percent (75%) vote of Owners.

#### **ARTICLE X MISCELLANEOUS**

- 10.1 **RECORD OF OWNERSHIP.** Every Unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his or her title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.
- 10.2 **MORTGAGES.** Any Unit owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of his, her or its mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.
- 10.3 **STATEMENT OF ASSESSMENTS.** The Board of Directors or Treasurer of the Association, at the written request of any mortgagee or any

prospective purchaser of any Unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such Unit then due and unpaid, within ten (10) business days after such written request is received, subject to reimbursement of the reasonable fees relating to transfer of membership under Section 2.1(E).

10.4 **SUBORDINATION.** These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto, which shall control in case of any conflict. All terms herein shall have the same meaning as in the Declaration.

10.5 **INTERPRETATION.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect and such provision shall be given the broadest possible interpretation to prevent invalidity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and made effective as of the date of the resolution of adoption by the Association, as confirmed by signature of its Officers below.

NORTHSHORE HOME OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Gary Werner, Its President

By: \_\_\_\_\_  
Barbara Chambers, Secretary

## Northshore Homeowners Association Rules & Regulations

1. No part of the Condominium area shall be used for other than **housing** and the related common purpose for which the property was designed. Each unit shall be used as a **residence** for a single family only.
2. The Condominium owner is **responsible for the proper conduct** of members of his family, his guests and servants, and for seeing that they understand and observe all rules and regulations adopted by the Board of Directors.
3. No owner, his family or guests shall play, or allow to be played, any TV, radio, stereo, organ, piano or other musical instruments at a **sound level** which may annoy or disturb the occupants of other condominium units. Particular care must be exercised in this respect between the hours of 10:00 p.m. and 9:00 a.m.
4. No owner shall make or permit any **disturbing noises** in the garages or adjacent grounds, nor permit anything that will interfere with the rights, comfort or convenience of other owners.
5. The installation of aerials or antennas of any kind is not permitted outside the owner's unit except as approved by the architectural control committee.
6. **Balconies and patios** shall not be used for hanging garments. No clothes, sheets, blankets or laundry of any kind, or other articles, shall be hung out or exposed on any part of the Common Elements.
7. **The Common Elements shall be kept clear** of rubbish, debris, and other unsightly materials. No articles belonging to owners shall be kept in such areas.
8. Owners shall not sweep or throw, or permit anyone to sweep or throw, from units, **balconies or patios**, any dirt, dust, cigarettes, cigars, ashes, water, papers or other material.
9. Each Condominium owner is responsible for **damage** caused by objects blown from his/her balcony during severe weather. It is recommended that all movable objects be removed.

10. No **"For Sale"** or **"For Rent"** signs, advertising or other displays shall be permitted or maintained on any part of the property except during advertised open house.
11. Subject to the Condominium Declaration, **domesticated cats** may be kept, provided they are not vicious or destructive, do not disturb or annoy residents of other units, and are maintained in accordance with the Rules and Regulations set forth.
  - a. Pets are required **always** to be kept on a leash when outside the owner's Condominium unit.
  - b. Each pet owner is responsible for the **immediate** removal of any excrement deposited by his/her pet on the common grounds.
  - c. The owner of each pet shall reimburse the Association for any damage and hold it harmless against any loss of liability of any kind or character whatsoever arising from or growing out of the presence of the pet on the property.
  - d. All owners shall conform to Chapter 7 of the Municipal Code Reference Pets.
  - e. Domesticated Pets: The provisions set forth in the Declaration regarding pets shall prevail. Upon receipt of the second Notice of Violation issued by the Board of Directors to any resident, the Board will serve written notice to the resident, indicating that at the next regular or special meeting, a ballot vote will be cast by the members of the Board to exclude the pet from the premises. An affirmative vote will constitute the Board's request of the owner to remove the pet.
12. All residents are required to put **all garbage and refuse** securely into bags before placing them at the curb. Large, bulky refuse should be put alongside the bags as neatly as possible on **Monday, the day of refuse pickup, only**. Residents must comply with current City of Sheboygan Recycling Collection Guidelines. High Cliff Circle residents must place garbage as close as practical to the street to prevent the garbage truck from driving onto the lawn and putting deep ruts in the grass. Garbage should be on the north side of the street sign between the street and the signpost. Where there are snowbanks, Willow Circle residents should put the garbage in the street, not in the snow bank.
13. No **solicitors** of any type will be permitted on the grounds at any time, except by individual appointment by the owner.
14. **No industry, business, trade, occupation or profession** of any kind, commercial, religious, educational, or otherwise, designated for profit, altruistic, exploration or otherwise, shall be conducted, maintained or permitted in any unit.
15. **To prevent water damage** to your own or adjoining units, secure your doors and windows when leaving. Residents should also use caution in the operation of dish and clothes washers. A malfunction could result in flooding of your unit or adjoining units.

16. Owners shall not store anything, whether in his/her unit, Common Elements, or garages, which can be a fire hazard or increase the rate of insurance on the building or contents thereof. No flammable material is permitted at any time.
17. Awnings of any kind are not permitted.
- ~~18. Balcony and patio carpets are not permitted.~~
19. **Flower pots:** Hanging flower pots and potted plants are allowed as long as they are contained within the perimeter line of the concrete patio and behind the roof fascia above balconies (but not attached to the facias.)
20. **Lawn Furniture:** Typical lawn furniture is permitted in the sodded areas. Whenever not in use for the purposes of sunbathing, dinner entertainment and the like, all lawn furniture must be contained within the patio or balcony areas, or stored within the condominium unit of each respective owner.
21. No energy-using appliance (such as freezers, refrigerators, heaters, etc.) may be connected to any **common area hookup**.
22. No alterations of any Common elements or any additions or improvements thereto shall be made by any unit owner without the prior written approval of the Board of Directors. (Common Elements include but are not limited to the exterior of the building, balconies and patios, garages, storage areas, landscaping, driveways, and roofs.)
23. **Balcony and Patio Screens.** Screening balcony or patio areas, whether permanently or seasonally, will not be permitted for any reason, under any circumstances.

#### Vehicle Regulations

1. No vehicle belonging to a members or a member's family, guest or employee shall be parked in such a manner as to impede passage or prevent access to parking spaces or garages in designated areas assigned to other residents.
2. The outdoor parking spaces shall be used only for automobile parking and such other purposes as may be approved in writing by the Board.
3. Boat, trailers, trucks, busses, vans, recreational, commercial or other non-passenger type vehicles shall not be permitted to be parked in the Common Area parking spaces except on an emergency basis.

4. No motorized vehicle of any nature, including snowmobiles, motorcycles and minibikes shall be permitted on the grassy area without the written approval of the Board.
5. Snow removal. It is imperative that we have our parking lot clear of vehicles for efficient snow removal.
6. There is no assigned parking. Any unit owner with more than 1 vehicle must use the street for long term parking. This allows parking spaces for guests and short term unit owner parking. Any unit owner with less than a 2 car garage can use a common area parking spot for longer term parking, assuming that the car is moved for the purpose of snow plowing. Any unit owner that does not move their car for snow plowing, and does not remove accumulated snow, may be assessed a fee to remove any snow that has accumulated around their car.

#### **Fire Protection and Prevention**

1. No one shall light a **bonfire** on the property.
2. **Cooking grills** are allowed provided they are used in accordance with city regulations. At no time shall the smoke or heat created by such burning be an annoyance or discomfort to the neighborhood or the traveling public.
3. **Wood or other nonexplosive fuel may be burned for the purpose of cooking or preparing foods**, only under constant supervision, not nearer than ten (10) feet to any building, in a substantial burner built of metal, concrete or brick, as approved by the chief inspector of the bureau, or his designee. Propane fueled burners shall not be used above the first floor level of any porch or deck attached to a building. (Code 1965; 6.07(26)© Gen. Ord. No. (Subs.) 34-8283, 1, 8-16-82.)

#### Shared Sump Pumps

1. An owner shall permit representatives of the association entry into the unit for purposes of inspecting or evaluating shared sump pumps. The association will give, with the exception of an emergency, 24 hours notice prior to entry. The condo owner with the sump pump and crock is responsible for ensuring the pump is in good working order. Unit owners with shared sump pumps should share the cost of any repair and maintenance needed.