

**BY-LAWS  
FOR  
ECHO ESTATES CONDOMINIUM  
ASSOCIATION**

## TABLE OF CONTENTS

	<u>Page</u>
Article I Name and Purpose	3
Article II Members, Voting and Meetings	3
Article III Board of Directors	5
Article IV Officers	7
Article V Operation of the Property	8
Article VI Duties and Obligations of Unit Owners	11
Article VII Fiscal Year	13
Article VIII Amendments	13
Article IX Miscellaneous	13

BY - LAWS  
OF  
ECHO ESTATES CONDOMINIUM ASSOCIATION

ARTICLE I  
Name and Purpose

Pursuant to the Condominium Declaration for Echo Estates Condominium recorded in the Office of the Register of Deeds for Calumet County, Wisconsin (hereinafter called the "Declaration") the following are adopted as the By-Laws of Echo Estates Condominium Association (hereinafter sometimes referred to as "the Association"), which is a non-profit unincorporated association formed and organized to serve as an association of unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

The address of the Association shall be 7709 Pigeon Road, Sherwood, Wisconsin and shall be changed by the Board of Directors as they see fit.

ARTICLE II  
Members, Voting and Meetings

2.1 Members. (1) Defined. The members of the association shall be all unit owners, who shall have one vote for each unit owned. Every unit owner upon recording of their ownership of a unit shall automatically become a member of the Association and shall remain a member thereof until such time as ownership of such unit ceases for any reason, at which time said membership in the Association shall automatically cease.

(2) One Membership 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 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 must be voted pursuant to the designation contained in the membership list.

(3) Membership List. The Association shall maintain a current membership list showing the membership pertaining to each unit.

(4) 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 unit, the Association shall, soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of unit, date of transfer 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.

2.2 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of a majority of votes entitled to be cast. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. 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. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. A unit may be represented by telephonic means.

2.3 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at their address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or

after meetings by the members. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held in October of each year for the purpose of electing officers and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

## ARTICLE III

### Board of Directors

3.1 Number and Qualifications of Directors. The Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.2 Powers and Duties of the Board of Directors. The affairs of the Association shall be governed 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. Such powers and duties shall be exercised in accordance with the provisions of the Declaration and these By-Laws.

3.3 Election and Term of Directors. The Directors shall be classified as to their terms such that in one year one director will be elected, the next year one director will be elected and in the third year one director will be elected.

The successors to the directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided.

The election of directors shall be in compliance with Wisconsin Statutes and the Declaration and these by-laws shall be so construed.

3.4 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors even though they may

constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected. In the event the remaining directors become deadlocked, a special meeting of the members shall be duly called and a replacement director elected.

3.5 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause, by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 Regular Meetings and Notices. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.7 Special Meetings and Notices. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by fax or 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 of notice by them of the time and place thereof. 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. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association who handle or are responsible for the

Association's 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, Vice-president, Secretary And Treasurer, to be elected annually by the members. Upon the affirmative vote of a majority of the members, any officer may be removed either with or without cause, and their successor shall be elected at the regular meeting of the Association, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

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. The President shall preside at all meetings of the Association and the Board of Directors. The President 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, any contracts, checks, drafts, or other instruments on behalf of tile Association in accordance with the provisions herein.

4.3 Vice-President. The Vice-President shall take the place of the President and perform those duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the members shall appoint some other member to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board of Directors.

4.4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary, including counting votes at all meetings.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts

and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 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 them as a director or officer of the Association, if such person: (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of their own affairs, or (b) 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 they had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which someone may be entitled as a matter of law.

4.7. Compensation. No director or officer of the Association 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 shall be responsible for administration and operation of the condominium property, in accordance with the Declaration and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 Rules and Regulations. The Association shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities 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 contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities 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. A violation of any such rules or regulations shall constitute a violation of the Declaration. 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 altered and amended or repealed in the same manner as these By-laws.

5.3. Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges 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 assessed and charged against the units and allocated among the members of the Association according to their respective percentages of ownership in the common areas and facilities of the condominium as set forth in the Declaration. The common charges shall be prorated and paid to the Association on or before the first day of each month. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

5.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common areas, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting 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 shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to their ownership interest as set forth in the Declaration.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner has elected to sell or lease, pursuant to the terms of the Declaration. The reserve fund may also be used to discharge mechanic's 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 which is not the obligation of the Association shall be specially assessed for the full amount thereof.

The Association may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor.

The annual budget shall be prepared and determined by September 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than sixty percent (60%) of the membership entitled to vote with respect to such charges, then the officers shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than sixty percent (60%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes and ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 Default. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Association, may bring suit for and on behalf of all members, to enforce collection of such delinquencies or to file and then foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the interest, together with a reasonable attorney's fee (whether or not such suit is actually brought or a lien is filed and foreclosed).

## ARTICLE VI

### Duties and Obligations of Unit Owners

6.1 Rules and Regulations. The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as “commons”) shall be occupied and used in accordance with the Declaration, these By-Laws, and the rules and regulations of the Association, including the following:

a) Use. No unit owner shall occupy or use their unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.

b) Obstructions. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior written consent of the Association.

c) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in their unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

d) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the commons without the prior written consent of the Association.

e) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that each unit may keep fish, canaries or parakeets provided that they are not kept, bred or maintained for any commercial purposes and cats and dogs as domestic pets are permitted if they weigh 20 pounds or less. Said pets must be on a leash when outside of the units. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common areas shall be removed immediately by the owner of the unit in which the pet resides. The Association reserves the right to assess unit owners for damages caused by pets to common areas or limited common areas. The Association also reserves the right to insist upon removal of any pet which causes an unreasonable disturbance.

f) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

g) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

h) Parking. No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building or driveway area. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

i) Wiring. No wiring for electrical or telephone purposes, or for any other purpose, shall be installed in any unit or the common areas and facilities nor shall any television or radio antennae, machines or air conditioning units be installed, either on the exterior of Echo Estates (including any part of any balconies, or that protrude through the walls or the roof of Echo Estates) except as may be expressly authorized by the Association. No electric equipment will be allowed that interferes with the television reception of other unit owners.

j) Trash Disposal. Disposal of garbage and trash shall be only by the use of garbage disposal units and by garbage cans or suitable plastic in the garage except for placement outside of the unit on the day that disposal pickup is made.

k) Terraces. The terraces, decks and patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. Patios may be used for the purposes of outdoor cooking; however, it is understood that said cooking equipment shall be stored out of sight or shall be covered when not in use.

l) Storage Liability. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common or other storage area, if any.

m) Passkey. The Managing Agent or, if there is no Managing Agent, then the Board of Directors, shall retain a passkey to each Unit. No lock on a door leading into a unit shall be altered, nor new lock installed without prior consent of the Association; and, if such consent is given, the unit owner shall provide a key for the Managing Agent's or the Board of Directors' use.

n) Recreation Vehicles. No camper, travel trailer, motor home, boat trailer, snowmobile, or ice shanty shall be allowed to be parked or stored on common areas or limited common areas without permission of the Association.

o) 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. In the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

6.2 Maintenance and Repair of Units. Every unit owner must perform properly or cause to be performed properly all maintenance and repair work within their own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by their failure to do so.

6.3 Limited Common Areas. Every unit owner must maintain the limited common areas appurtenant to their unit, other than those limited common areas to be maintained by the association, in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Association. Every unit owner shall have the right to decorate the limited common area appurtenant to their unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association.

## ARTICLE VII

### Fiscal Year

7.1 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.

## ARTICLE VIII

### Amendments

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 an affirmative vote of sixty-seven percent (67%) or more of all of the votes entitled to be cast.

## ARTICLE IX

### Miscellaneous

9.1 Record of Ownership. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to them of such unit or other evidence of their title thereto, and shall file such lease

with and present such other evidence of title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 Mortgages. Any unit owner who mortgages a unit or any interest therein shall notify the Board of Directors of the name and address of the mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

9.3 Indemnity of Officers and Directors. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon them in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which they are made or threatened to be made a party by reason of their being or having been such director or officer, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person indemnified has not been guilty of gross negligence or willful misconduct in the performance of their duty as such director or officer in relation to the matter involved. The Association by its Board of Directors may indemnify in like manner, or with any limitation, any employee or former employee of the Association with respect to any action taken or not taken in their capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred

by them under, and by virtue of, the Declaration, Wisconsin's Unit Ownership Act, the By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

9.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

9.5 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. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

9.6 Arbitration. If a dispute shall arise in connection with the By-Laws or any other rules of the Association (the "Documents"), then the dispute shall be resolved by arbitration in accordance with the provisions of this paragraph. This arbitration provision is intended by the parties to avoid costly delays in litigation and shall at all times be construed to carry out that intention.

A party, including the Association, desiring arbitration of a dispute in connection with the Documents (the "First Party") shall give written notice of such desire to the other party (the "Second Party"), which notice shall specify the dispute to be arbitrated and the name and the address of the person designated to act as the First Party's arbitrator. Within ten (10) days after said notice is given, the Second Party shall give a written notice to the First Party, which notice shall specify the name and address of the person designated to act as the Second Party's arbitrator. If the Second Party fails to notify the First Party of the appointment of the Second Party's arbitrator within the time specified above then the appointment of the Second Party's arbitrator shall be made in the manner set forth below in this paragraph for the appointment of a third arbitrator.

The arbitrators so chosen shall meet within twenty (20) days after the second arbitrator is appointed and within thirty (30) days thereafter shall decide the dispute and render an opinion of law and a finding of facts in writing with respect thereto. If within said period of time the arbitrators cannot agree on their decision, then they shall appoint a third arbitrator, and if they cannot agree on said appointment, then the third arbitrator shall be appointed on their application, or on

the application of either party, by the American Arbitration Association. The three (3) arbitrators shall meet and decide the dispute. A decision in which two (2) of the three (3) arbitrators concur shall be binding and conclusive upon the parties.

In designating arbitrators and in deciding the dispute, the arbitrators shall act in accordance with then-existing Rules of Arbitration of the American Arbitration Association, subject, however, to such limitations as may be placed on the arbitrators by the Association.

Judgment on any arbitration award rendered in accordance with this paragraph may be entered in any court having jurisdiction thereof.

Each party shall pay all costs and expenses (including, without limitation, attorneys' fees) incurred by the party in connection with the arbitration of the dispute, but the parties shall share and pay equally the fees and out of pocket costs of the arbitrators in performing their duties under this paragraph. Any arbitration proceedings under this paragraph shall be held in Appleton, Wisconsin or such other place as the parties may agree upon in writing.

Nothing in this paragraph shall be deemed to prohibit the Association from seeking immediate remedies in the courts of the State of Wisconsin or elsewhere for collection of assessments or enforcement of rules of the Association.

End of By-Laws