

BY-LAWS
OF
WINDSOR NORTH CONDOMINIUM OWNERS ASSOCIATION LTD.

ARTICLE I
NAME AND PURPOSE

1.1 Pursuant to the Articles of Association of Windsor North Condominium Owners Association and the Condominium Declaration for Windsor North Condominium recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, (hereinafter called "Declaration"), by John T. Law and Michael L. Law, (hereinafter called "Declarant"), the following are adopted as the By-Laws of Windsor North Condominium Owners Association Ltd. (hereinafter sometimes referred to as the "Association") which is formed and organized to serve as an Association of Unit Owners who own real estate and improvements in Windsor North (Hereinafter the "Property"), under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. Windsor North Condominium shall be referred to as "Windsor North" in these By-Laws.

1.2 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.

1.3 All Unit Owners, tenants of the owners, employees or guests of owners and tenants of Windsor North Condominium or any other persons that in any manner use Windsor North Condominium are subject to these By-Laws and any rules and regulations set forth pursuant thereto.

ARTICLE II

DEFINITIONS

2.1 The following words or phrases when used in these By-Laws or any amendments thereto (unless the context shall prohibit) shall have the following meanings:

- a) "Act" means the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as amended from time to time.
- b) "Windsor North" means all of the property submitted to condominium ownership by the Declaration and amendments thereto including all improvements.
- c) "Unit" means a particular cubicle of air at one or more levels of space in Windsor North among the twelve (12) cubicles described on the floor plans for Windsor North recorded with the Declaration.
- d) "Unit Owners" means a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a land contract vendee.
- e) "Person" means individual, corporation, partnership, association, trustee or other legal entity.
- f) "Unit Number" means the number designating a Unit in Windsor North.
- g) "Common Expenses" means:
 - 1) All sums lawfully assessed against the Unit Owners by the Association; and
 - 2) Expenses declared common expenses by the Act, the Declaration or these By-Laws.

- h) "Common Surpluses" means the balance of all income, and revenues remaining after the deduction of the Common Expenses.
- i) "Common Elements" mean all of the land and improvements being subjected to the Declaration except the individual units.
- j) "Limited Common Elements" means those common elements identified in the Declaration as reserved for the exclusive use of one or more but less than all of the Unit Owners.

ARTICLE III

LOCATION AND MAILING ADDRESS

3.1 The principal office and the mailing address of the Association shall be 1819 Alcan Drive, Menasha, Wisconsin 54952.

ARTICLE IV

MEMBERSHIP

4.1 Qualifications: Ownership of a Unit is required in order to qualify for membership in the Association. Any person, upon recording of his ownership of a Unit, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of his Unit ceases for any reason, at which time his membership in the Association shall automatically cease. The terms "Unit Owner" and "member of the Association" are synonymous and are used interchangeably in these By-Laws.

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4.2 Payment of Assessments: The voting rights of a member are subject to the punctual payment of annual and special assessments levied by the Association. A member's voting rights may be suspended by action of the Board of Directors if the Association has recorded a statement of condominium lien upon the member's unit and the amount necessary to release the lien has not been paid at the time of any meeting. Upon payment of the amount necessary to release the lien, a member's voting rights shall be automatically restored.

4.3 Infractions of By-Laws, Rules and Regulations: If the personal conduct of any member violates these By-Laws or Rules and Regulations, adopted and notified to the Unit Owner by the Board of Directors, the Directors may, in their discretion, suspend the voting rights of any member violating the By-Laws, Rules and Regulations for a period not to exceed thirty (30) days. The Directors may, in their discretion, also impose a fine upon a member or tenant violating the By-Laws, or Rules and Regulations. The fine shall not exceed \$10.00 for each infraction of the By-Laws, Rules and Regulations, each day during which any such infraction exists being deemed a separate and distinct infraction.

4.4 Termination: A person's membership in the Association shall terminate at such time as a person's ownership of his unit ceases for any reason. Termination of membership shall not relieve any former unit owner for any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in the Association or impair any rights or remedies which the unit owners have, either through the Board of

Directors or directly, against such former unit owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

ARTICLE V

MEETINGS OF UNIT OWNERS

5.1 Voting: The owners of each of the units shall have one vote for each of the units owned by them and shall be entitled to vote on matters required or permitted to be voted upon by them by the Act, the Declaration or these By-Laws. The requirements contained in this Article V shall be first met before the vote appertaining to a Unit shall be deemed in good standing and entitled to be counted at any annual or special meeting. A Unit Owner whose voting rights have been suspended under Article 4.2 or Article 4.3 shall not be permitted to vote at any meeting until such rights have been regained.

5.2 Proof of Ownership: Any person on becoming a Unit Owner shall furnish to the Managing Agent, if any, or the Secretary a certified copy of the recorded instrument vesting that person with an interest or ownership in the Unit, which copy shall remain in the rules of the Association.

5.3 Registration of Mailing Address: The registered address of a Unit Owner shall be furnished to the Managing Agent or Secretary within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized by law to represent the respective interests of all such Unit Owners. If a Unit shall be owned

by more than one Unit Owner, each such Unit Owner shall have one and the same registered mailing address for each such Unit to be used by the Association for mailing of statements, notices, demands and all other communications.

5.4 Designation of Voting Representative - Proxy: If a Unit is owned by one person, his right to vote shall be established by notification to the Association pursuant to Section 5.2 hereof of his record title thereto. If record title to a Unit is held by more than one Unit Owner, each such Unit Owner shall, in addition, execute a proxy appointing and authorizing one natural person who is a Unit Owner or alternate natural persons who are Unit Owners to attend all annual and special meetings of members and thereat to cast the whole vote appertaining to the Unit so owned. If a Unit is owned by a legal entity, such Unit Owner shall designate the person or persons authorized to cast the vote appertaining to such Unit.

5.5 Proxies: Votes may be cast in person or by proxy. Proxies must be regular in form, in writing, duly executed by the Unit Owner, or, if a Unit is jointly owned, by all joint Unit Owners or if by a legal entity, by the duly authorized and registered agent thereof, and filed with the Secretary. The proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such

Unit shall not have been so transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian, or trustee holding such Unit in such capacity. The owner or owners of a unit may not, among all of such owners, hold more than five proxies.

5.6 Place: All meetings of the Unit Owners shall be held at Windsor North, unless some other place for any such meeting within or without the State of Wisconsin shall be designated by the Board of Directors in any notice of the meeting.

5.7 Quorum: Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners holding more than fifty per cent (50%) of the votes shall constitute a quorum.

5.8 Annual Meeting: The annual meeting of the Unit Owners shall be held on the first day of June of each year or on such other date during the calendar year as may be designated by the Board of Directors in the written notice of meeting. If an annual meeting is not held during any calendar year, or if the Directors are not elected thereat, the Directors may be elected at a special meeting of the Unit Owners called for that purpose, which special meeting shall be called upon the demand of Unit Owners entitled to vote, which demand for and call of such special meeting shall be in accordance with the provisions of these By-Laws relating to demands for the call of a special meeting of Unit Owners.

5.9 Special Meetings: Special meetings of the Unit Owners for any purpose or purposes, may be called by any officer of the Association or by the Board of Directors, or any member thereof, or in the manner hereinafter provided by six or more Unit Owners. Upon proper request of such person or persons, in writing, by registered mail or delivered in person to the Secretary of the Association, it

shall be the duty of the Secretary forthwith to cause notice to be given to the Unit Owners entitled to vote, of a meeting to be held at such time as the Secretary shall fix, but not less than five nor more than ten days after receipt of such request.

The Secretary shall not fix upon a date which unduly delays the meeting or shall have the effect of defeating the purpose of the meeting. Business transacted at any special meeting shall be limited to the purpose or purposes stated in the notice of the meeting. The mechanics of giving notice in paragraph 5.10 shall control for this paragraph also.

5.10 Notice of Meetings: Written notice of the annual meeting stating the time and place thereof shall be given to each Unit Owner not less than ten nor more than thirty days prior to the date of such annual meeting. All notices of meetings shall be mailed or telegraphed to each Unit Owner at the address registered under Section 5.3 hereof. Mailed notices shall be deemed delivered when deposited in the United States Mail with postage prepaid. Notices given by telegram shall be deemed to be delivered when the telegram is delivered to the telegraph company properly addressed and prepaid. Any Unit Owner may waive notice of any meeting.

5.11 Adjournment: If any meeting of the Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than seven (7) days nor more than

twenty-one (21) days from the time the original meeting was called.

5.12 Order of Business: The order of business at all meetings of the Unit Owners shall be as follows:

- a) Roll call and certifying of proxies
- b) Proof of notice of the meeting
- c) Reading of minutes of last meeting
- d) Reports of officers
- e) Reports of committees
- f) Election of Directors
- g) Unfinished business
- h) New business
- i) Adjournment

ARTICLE VI

BOARD OF DIRECTORS

6.1 Number, Qualification and Term of Office:

A. The affairs of the Association and the operation of Windsor North shall be governed by the Board of Directors. The Board of Directors shall be three in number.

B. Prior to the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 25% of the Directors. Prior to the conveyance of 50% of the common element interest to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 33 1/3% of the Directors. No later than 45 days after the expiration of any period of Declarant Control as hereinafter defined, the Association shall hold a meeting and the Unit Owners shall elect Directors to replace those Directors who had been appointed by the Declarant.

C. The Directors' terms shall be staggered. The term for Director, John Law, shall be three years and for Director, Michael Law, shall be two years as required in the Articles of Incorporation. The term for Director, Gerald Aldridge, who is named in the Articles of Incorporation shall expire at the first meeting of the members of

the corporation called pursuant to Article 6.1B hereof at which meeting a director elected to replace Gerald Aldridge shall continue as a director until the annual meeting of the Corporation in 1980. Gerald Aldridge may succeed himself. The Directors and their successors elected to replace John Law and Michael Law and the successor of Gerald Aldridge shall each have terms of three years. Each director shall be a director for the term elected and until his successor is elected and qualified.

6.2 Regular Meetings: A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Unit Owners. Other regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board of Directors, provided that at least one such meeting be held each calendar quarter.

6.3 Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President, or in his absence, by the Vice President, or shall be called by the Secretary on the written request of any one (1) director. The person or persons authorized to call special meetings may fix the time and place either within or without the State of Wisconsin, for any special meeting.

6.4 Notice of Meetings: At least ten (10) days written notice of the annual meeting of Directors and of all regular meetings of Directors shall be given by mail or telegraph to all Directors. Such notices shall be deemed delivered by mail when deposited in the United States Mail properly addressed with postage thereon prepaid.

At least three (3) days' written notice of all special meetings of the Board of Directors shall be given to each Director. In the event that notice is given by mail, such notice shall be mailed at least five (5) days prior to the special meeting and shall be deemed delivered when deposited in the United States Mail properly addressed with postage thereon prepaid.

Notices of special or regular meetings given by telegraph shall be deemed to be delivered when the telegram is delivered to the telegraph company properly addressed and prepaid.

6.5 Waiver of Notice: Any Director may waive notice of any meeting, either before or after the meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, unless his attendance is for the express purpose of objecting to the transaction of business on the grounds that the meeting is not lawfully called or convened.

6.6 Quorum and Voting: A majority of the Directors then in office shall constitute a quorum for the transaction of business at any regular or special meeting. If a quorum shall not be present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as to any question upon which any different or greater vote is required by the laws of the State of Wisconsin, if any, applicable to the acts of the Board of Directors.

6.7 Vacancies: A vacancy occurring on the Board of Directors.

with respect to a Director who has been or who should be appointed by the Declarant, will be filled by Declarant appointment. A vacancy with respect to a Director who has been or should be elected by the Association shall be filled by the Association. If such vacancy occurs by reason of death, resignation or removal from office, each Director so appointed or elected shall hold office for the remainder of such departing Director's term and until his successor assumes office.

6.8 Removal of Directors: Any Director appointed by the Declarant can be removed by the Declarant, but only by the Declarant, at any time with or without cause. A Director elected by the Association may be removed from office, with or without cause, at any special meeting of the Unit Owners, duly called for that purpose as provided in these By-Laws by a majority vote of a quorum of Unit Owners present in person or by proxy at a duly constituted meeting. At such meeting a successor or successors may be elected by the majority vote of the Unit Owners present in person or by proxy, or if any such vacancy is not so filled it may be filled by the remaining Directors.

6.9 Powers of Association - Authority of Board of Directors. The Association shall have all powers necessary or proper to carry out the purposes of the Association as stated in the Declaration or these By-Laws or the Rules and Regulations promulgated hereunder or as granted in the Act, acting by and through its Board of Directors, including, without limitation, the power to:

- a) Operate, care, keep up and maintain Windsor North Common Elements.
- b) Determine and assess the amounts required for operation,

care, upkeep, maintenance and other affairs of Windsor North.

- c) Collect the common charges from the Unit Owners.
- d) Employ and dismiss personnel, as necessary for the efficient maintenance and operation of the property.
- e) Adopt and amend Rules and Regulations covering the details of the operation and use of the property.
- f) Enter into contracts of all kinds.
- g) Incur indebtedness, borrow money.
- h) Acquire and convey property.

ARTICLE VII

OFFICERS AND AGENTS

7.1 Number. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall from time to time elect. Such officers must be Unit Owners except that a director appointed by the Developer may be an officer even though not a Unit Owner. The office of President and Treasurer may be held by the same person and the office of Vice President and Secretary may be held by the same person.

7.2 Election of Officers and Term of Office. The officers of the Association shall be elected annually by the affirmative vote of the Board of Directors at each annual meeting. If the Board and shall hold office at the pleasure of the Board.

7.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer

may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board of Directors called for such purpose.

7.4 President. The President shall be a member of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association, Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of such an association, including but not limited to the power to appoint such committees from among the Unit Owners from time to time as he may, at his discretion, decide are appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board or by the Unit Owners at any regular or special meetings.

7.5 Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties; and such other powers and duties as the Board of Directors or the President shall delegate to him.

7.6 Secretary. The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the By-Laws.

The Secretary shall compile and keep up-to-date at the

principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Unit owned by such member, his undivided interest in the Common Areas and Facilities. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other 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. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent not less often than once each calendar quarter. At the expense of the Association the Treasurer shall be bonded for \$10,000.00.

7.8 Managing Agent. The Board of Directors may appoint on behalf of the Association a Managing Agent, who may be a natural person or a legal entity or the Declarant, and may contract with or employ such person to manage and administer Windsor North on such terms and conditions as the Board deems suitable and advisable. In the event a Managing Agent is appointed, the Board may delegate to such Managing Agent, by contract or otherwise, such of its powers of administration over Windsor North as it deems suitable and advisable.