

**RESTATED AND AMENDED  
BY-LAWS  
OF  
NORTH SHORE COUNTRY HOMES ASSOCIATION, INC.**

(formerly known as North Shore Condominium Homeowner's  
Association of Menasha, Inc.)

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of North Shore Condominium Homeowner's Association of Menasha, Inc., whose name was changed on March 11, 1992 to North Shore Country Homes Association, Inc. ("the Association") and the Condominium Declaration for North Shore Condominium recorded in the office of the Register of Deeds for Calumet County, Wisconsin ("the Declaration"), the following restated and amended By-laws are adopted as the By-laws of the Association which is a non-profit corporation formed and organized to serve as an association of unit owners who own real estate and improvements ("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 ("the Act") and subject to the terms thereof and of the conditions of the Declaration.

These By-laws shall be binding on the unit owners, their heirs, administrators, personal representatives, tenants, invitees, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 Members. Members shall be all unit owners and shall have one vote for each unit owned. Every unit owner upon acquiring title shall automatically

become a member of the Association and shall remain a member thereof until such time as their ownership of such unit ceases for any reason, at which time their membership in the Association shall automatically cease. 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 interest and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split and shares of membership interest must be voted pursuant to the nomination contained in the Membership List.

2.1.1 Membership List. The Association shall maintain a current membership list showing the membership pertaining to each unit and the person designated to cast the one vote pertaining to such unit. Only one person so designated shall be entitled to cast a vote in person or by proxy. A designation 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.

2.1.2 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. The transferee shall notify the Association of the date of transfer, name of the person designated to vote 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 fifty (50%) percent of the votes entitled to vote. Votes may be cast in person or by proxy in accordance with the designation in the membership list. The act of a majority of votes presented 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.

2.3 Time, Place, Notice and Calling of Member's 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 five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. This annual meeting shall be held during the first half of October of each year or such other time and date as may be established by the Board of Directors for the purpose of electing directors 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 of the Board of Directors 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.

3.2 Power 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 necessary for the administration of the affairs of the Association shall be exercised by the Board in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation and these By-laws.

3.3 Election and Term of Directors. At the annual meeting of the Association, the members shall elect one (1) Director from among the unit owners for a three year term or until their successor is duly elected and qualified or until said Director shall have been removed in the manner herein provided.

3.4 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal 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 the successor is elected at the next annual meeting of the members at which that Director is to be 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 Notice. 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 meetings of the Board of Directors shall not be required.

3.7 Special Meetings and Notice. 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 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 and 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 handling or responsible for Associations' 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 Board of Directors. Upon the affirmative vote of the majority of the members of the Board of Directors any officer may be removed,

either with or without cause; and their successor shall be elected at the regular meeting of the Board of Directors 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 of the Board of Directors. The President shall have all the general powers and duties which are usually vested in the office of the 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.

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 Vice President are unable 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 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 count votes at meetings of the Association and shall have charge of the Association's books and records and shall, in general, perform all duties incidental to the office of the Secretary.

4.5 Treasurer. The Treasurer or the managing agent 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 the Director or Officer of the Association if such person(s) 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 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 he may be entitled as a matter of law.

4.7 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 and operation of the condominium property in accordance with the Act, the Declaration, the Articles of Incorporation 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, through the Board of

Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and such 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. 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 as it deems necessary and proper. The rules and regulations may be altered and amended or repealed in the same manner as these By-laws. (See Article VIII).

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 elements and facilities of the condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first day of each month or quarterly, in advance, at the option of the Association. If not paid on or before the due date, the charges shall bear interest at the rate of one and one half (1½%) percent per month until paid in full.

5.4 Operating Budget. The annual operating budget shall provide for two (2) 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 costs of maintenance of the common elements, management services, insurance, common services, administration, materials and supplies.



There shall be a separate reserve fund which shall be used, for example, for painting, major repairs and renovation of the common elements. 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 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 shall be specially assessed for the amount thereof.

The Directors 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 elements. The full amount of the costs or any such maintenance or repair shall be specially assessed to the unit owner responsible therefore.

The annual budget shall be prepared and determined by October 1st 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

fifty (50%) percent of the membership entitled to vote with respect to such charges, then the Directors 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 fifty (50%) percent of the membership entitled to vote may revise the budget and charges; and such revised budget and corresponding charges shall replace for all purposes the one previously established provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two (2) years.

5.5 Borrowing Money and Acquiring and Conveying Property. The Association, by a three-fourths (3/4ths) vote of the unit owners, may borrow money and purchase or convey property, and direct any two (2) officers of the corporation to execute such documents in connection therewith as is deemed necessary or appropriate by counsel for the Association.

5.6 Default. If a member of the Association is in default in payment of any charges of assessments for a period of more than thirty (30) days, the Board of Directors in the name of the Association may 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 suit and the legal interest together with actual reasonable attorney's fees.

5.7 Vote of Unit Owner in Default. No unit owner may vote at a meeting of the Association if the Association has recorded a statement of condominium lien on the person's unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

## ARTICLE VI

### Duties and Obligations of the Unit Owners

6.1 Rules and Regulations. The units and the common elements and facilities and limited common elements (hereinafter in these paragraphs sometimes collectively referred to as “commons”) shall be occupied and used in accordance with the Act, the Declaration, the Articles of Incorporation, these By-laws and the rules and regulations of the Association including the following.

- (a) Use. No unit owner shall occupy or use any 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 private residence for the owner, the owner's family or the owner's lessees or guests.
- (b) Obstructions. There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior 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 consent of the Association. No unit owner shall permit anything to be done or kept in a 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.
- (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 consent of the Association,
- (e) 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.

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

(g) Conflict. The above rules and regulations and those which may be hereafter adopted by the Association are in addition to the Declaration; and in the event of conflict, the Declaration shall govern.

6.2 Maintenance and Repair of Units. Every unit owner must perform properly or cause to be performed 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 the 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 Elements. Every unit owner must maintain the limited common elements appurtenant to their unit in clean and proper condition. No objects or structures, other than moveable furniture or decorative pieces, shall be placed thereon without 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 their unit in a nonstructural manner provided that decorations that 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

### General

7.1 Fiscal Year. The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

7.2 No Seal. The corporation shall have no seal.

## ARTICLE VIII

### Amendments

These By-laws may be altered, amended or released and new By-laws may be adopted by the members at any meeting called for such purpose by an affirmative vote of sixty-seven (67%) percent 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 their title to the Board of Directors; and the Secretary shall maintain all such information in the record of the ownership of the Association.

9.2 Mortgages. Any unit owner who mortgages their 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 purchase 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 attorney's fees) asserted against, incurred by or imposed upon them in connection with or resulting from any claim, action, suit or proceedings including criminal proceedings to which they are

made or threatened to be 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 to be 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 limitations 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 Officer, Directors 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, the Act, the Articles and 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 Act, the Declaration and any amendments thereto, 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 the 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 No Vested Interest in Operating or Reserve Funds. Owners shall have no vested interest in or shall they be entitled to withdrawals from either the operating fund or the reserve fund created hereby. Upon sale or other disposition of a unit said funds shall remain intact, and a new owner shall not be additionally assessed for improvements for which the prior owner has been assessed and the assessment has been paid.

## ARTICLE X

### Association Mailing Address

The mailing address of the Association shall be:  
In Care of QBS Management  
14 Tri Park Way, #2  
Appleton, Wisconsin  
54914

END OF BY-LAWS