

BY-LAWS
OF
E-Z LIVIN' CONDOMINIUM ASSOCIATION

ARTICLE I

GENERAL

Section 1. Form of Unit Owner's Association. The Association of Unit Owners shall be an unincorporated association.

Section 2. Name. The name of the Association shall be E-Z Livin' Condominium Association (hereinafter "Association").

Section 3. Address. The principal office of the Association shall be located at 1075 238th Avenue, Luck, Wisconsin 54853. This address shall also be the mailing address of the Association.

Section 4. Definitions. The Association has been organized to govern the E-Z Livin' Condominium, prepared and executed in compliance with Chapter 703 of the Wisconsin Statutes (the "Condominium Ownership Act"). The condominium instruments were recorded in the office of the Polk County Register of Deeds, Balsam Lake, Wisconsin, on the 1st day of September, 2006. The words "Property", "Unit Owner", "Common Elements", and others are used in these By-Laws as they are defined in the Condominium Ownership Act. The term "Executive Board" as used herein shall mean the Board of Directors and the officers of the corporation.

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors, which shall constitute the whole board, shall be not less than three (3). Until succeeded by directors elected at the first full meeting of Members, after termination of Declarant's Control, directors need not be members of the Association ("Members"), but thereafter, all directors shall be Members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. Each director shall be elected to serve for a term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office.

Section 3. Removal. Directors may be removed by an affirmative vote of majority of the qualified votes of members.

Section 4. First Board of Directors. The first Board of Directors shall hold office and exercise all powers of the Board of Directors as provided below and in Chapter 703 of the Wisconsin Statutes ("Condominium Ownership Act").

Section 5. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by Statute or the Declaration. In addition, the property restrictions or requirements, which may be placed upon the Association by virtue of the terms and conditions of any and all underlying first mortgages upon any or all units, which comprise a part of E-Z Livin' Condominium, provided, however, that no restrictions or regulations may be placed upon the property and business of the Association by any first mortgage lender without the written approval of each Unit Owner of the Association and each member of the Board of Directors. The Powers of the Board of Directors shall specifically include, but not be limited to, the following:

- (A) To levy and collect according to the provisions of the Condominium Ownership Act, the Declaration and these By-Laws regular and special assessments for Common Expenses.
- (B) To use and expend the assessments collected to maintain, repair, replace, care for and preserve the Units and Common Elements, except those portions thereof, which are required to be maintained, cared for and preserved by the Unit Owners, and for other Common Expenses.
- (C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- (D) To enter into and upon the Units, when necessary, with as little inconvenience to the Owners as possible, and then only after a reasonable effort to give notice to the Unit Owner, in connection with said maintenance, care and preservation.
- (E) To designate and/or hire personnel necessary for said maintenance, repair, replacement, care and preservation.
- (F) To insure and keep insured said property in the manner set forth in the Declaration against loss from fire and other casualty and the Unit Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
- (G) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violations of these By-Laws and the Declaration.
- (H) To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

- (I) To make reasonable Rules and Regulations for the occupancy of the Units and use of the Common Elements.
- (J) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.
- (K) To maintain legal actions, on behalf of the Unit Owners or the Association with respect to any cause of action relating to the common areas and facilities of more than one unit.
- (L) To adopt budgets for revenues, expenditures and reserves.
- (M) To cause easements through or over the Common Elements.
- (N) To grant easements through or over the Common Elements.
- (O) To acquire, hold, encumber and convey any right, title, or interest in or to the real property.
- (P) To receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.
- (Q) Expansion Authorization. Any expansion shall be as outlined in the Declaration of E-Z Livin' Condominium.

Section 6. Compensation. The Directors and Officers of the Association shall receive no compensation for their services.

Section 7. Meetings.

- (A) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting, and immediately after the adjournment of same.
- (B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram or telephone, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

- (C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provisions of the Wisconsin Statutes, the Declaration or By-Laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- (A) Roll call;
- (B) Reading of minutes of the last meeting;
- (C) Consideration of communications;
- (D) Resignations and elections;
- (E) Reports of officers and employees;
- (F) Reports of committees;
- (G) Unfinished business;
- (H) Original resolutions and new business;
- (I) Adjournment.

Section 9. Executive Officers. The Board shall present, no less often than at each annual meeting a full and clear statement of the business and condition of the Association including a report of the operating expenses of the Association and the assessments paid by each member.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to an officer.

Section 4. The President.

- (A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business

of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts requiring execution by the Association.

- (B) The President shall supervise and direct all other officers of the Association and shall see their duties are performed properly.
- (C) The President shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to their notice.
- (D) The President shall be an exofficio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President.

Section 5. The Secretary.

- (A) The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose. These meetings shall include all resolutions adopted at such meetings.
- (B) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.
- (C) The Secretary shall keep a current roster of the names and addresses of each Member, which shall be furnished to the Secretary by such Member.
- (D) The Secretary shall also count and record the votes at all meetings of the Members.
- (E) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. The Treasurer.

- (A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.
- (B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an

account of all his transactions as Treasurer and of the financial condition of the Association.

- (C) The Treasurer shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Members at convenient hours of week days.
- (D) The Treasurer may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association in case of his death, resignation, or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 7. Vacancies. If the office of the President, Secretary or Treasurer become vacant by reason of death, resignation, disqualification or otherwise, the Directors by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 8. Resignations. Any Director or other officer may resign his office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 9. Members. After the period of Declarant Control terminates, pursuant to the Declaration, officers shall be members of the Association.

ARTICLE IV

MEMBERSHIP

Section 1. Definitions. Each Unit Owner shall be a member of the Association, and membership in the Association shall be limited to Unit Owners.

Section 2. Transfers of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his undivided interest in the Common Element of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place in Polk County, Wisconsin, as may be stated in the notice of the meeting or at any other place and time agreeable to a majority of the members.

Section 2. Annual Meeting.

- (A) The first annual meeting of members shall be held within sixty days after Declarant Control shall have expired as provided for in the declaration. In addition to the election of Directors at said first meeting, such other business as may properly come before the meeting may be transacted.
- (B) Regular annual meetings subsequent to the first meeting shall be set by agreement of the majority of the members.
- (C) All annual meetings shall be held at the hour agreeable to the majority of members.
- (D) At the annual meeting, the Members, by a majority vote shall elect a Board of Directors and transact such other business as may properly come before the meeting.
- (E) Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 3. Membership List. At least ten (10) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings.

- (A) Special meetings of the Members, for any purpose or purposes unless otherwise prescribed by Statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.
- (B) Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the corporation, at least ten (10) days before such meeting.

- (C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Fifty-one (51%) percent of the total number of members of the Association, present in person or represented by proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by Statute or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. 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 originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote. All Unit Owners shall be entitled to one (1) vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Unit is owned by more than one Owner (individual or corporate), the vote attributable to that unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. The owners of the Unit shall file a certificate with the Secretary naming the person authorized to cast said Unit's vote. If same is not on file, the vote of such Unit shall not be considered, nor shall the presence of said owner at the meeting to be considered in determining whether the quorum requirement has been met.

Developer shall retain the right to vote for each unit until it is sold or transferred to a party other than Developer.

Section 8. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Wisconsin Statutes, the Declaration or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting, if such meeting were held shall, consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Member's meetings and as far as practical at other Member's meetings, will be:

- (A) Call to order;
- (B) Roll call;
- (C) Proof of notice of meeting or waiver of notice;
- (D) Reading of minutes of prior meeting;
- (E) Officers reports;

- (F) Committee reports;
- (G) Election;
- (H) Unfinished business;
- (I) New business;
- (J) Adjournment.

ARTICLE VI

NOTICES

Section 1. Definitions. Whenever under the provisions of the Wisconsin Statutes, the Declaration or these By-Laws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is 1075 238th Avenue, Luck, Wisconsin 54853.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year shall be from January 1 to December 31.

Section 2. Checks. All checks or demands for money and votes of the Association shall be signed by either the President or Treasurer. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments.

(A) In furtherance of the provisions as set forth in the Declaration, the Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Condominium. Common Expenses shall include, but not be limited to:

- (1) The cost of operating, maintaining, repairing or replacing all Common Elements, Limited Common Elements, and equipment, including any wall, sidewalk, driveway, and all areas or facilities, including parking areas, actually used and available for use in common by Unit Owners and tenants, and the employees, agents, servants, customers and other invitees of Unit Owners and tenants. Snowplowing costs will be split equally by all unit owners who have winter use.

- (2) The cost of maintaining adequate insurance coverage as required by the Declaration or as directed by the Board of Directors.
- (3) The pier used by the Units shall be maintained by the Unit Owners and shall be a Unit Expense, except as provided for in the Condominium Declaration.
- (4) A reasonable allowance for depreciation on all property owned by the Association, (that is, a reserve fund for the periodic maintenance, repair and replacement of the Common Elements).
- (5) Any compensation to be paid to members or others for work done for the benefit of the Association and all other expenses of the Association approved by the Board of Directors or membership.

The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the Proportions or percentages of sharing Common Expenses provided in the Declaration. Said assessments shall be payable as provided in the Declaration. Special assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

- (B) When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.
- (C) Notwithstanding anything in these By-Laws or the Declaration which authorize expenditures after the first election of Directors, following the termination of Declarant Control, no expenditure for the improvement of the Common Elements exceeding \$2,000.00 per annum shall be made without the approval of seventy-five (75%) percent of the Membership, except for the repair of the property due to casualty loss, which decisions shall be governed by Paragraph 13 of the Declaration and Section 703.18 of the Wisconsin Statutes.

Section 4. Books of Receipts and Expenditures; Availability for Examination. The Association shall keep detailed, accurate records using standard bookkeeping procedures of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

ARTICLE VIII

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, shall govern the use of Units and the conduct of all residents thereof.

- (A) Units shall be used for residential purposes only.
- (B) Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the condominium.
- (C) The use of the Unit and the undivided interest in the Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration shall be consistent with existing law and the Declaration to which these By-Laws become a part.
- (D) Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
- (E) The Common Elements shall be kept free from rubbish, debris, and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

ARTICLE IX

DEFAULT

In the event a Unit Owner does not pay any sum, charge, or assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Act. Such lien may be asserted as provided in Section 703.16 of the Condominium Ownership Act. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without the assertion of the lien securing the same.

In the event a statement of condominium lien has been filed pursuant to the above-referred-to statute section, the Owners of that Unit may not vote at any subsequent regular or special meetings of the Association until the amount due and owing has been paid.

In the event of a violation of the provisions of the Declaration or By-Laws, which violation is not corrected within thirty (30) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

In the event such legal action is brought against a Unit Owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorney's fees and court costs.

In addition to any other remedy the Association may assert, any Unit Owner who is more than thirty (30) days delinquent in the payment of any sum, charge or assessment, may not use or authorize the use of the Common Elements until such time as such charges have been paid in full. The Association may take such steps as are reasonable and appropriate to restrict use or access to the Common Elements, including shutting off water and electric to the Unit.

Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate procedures. It is the intent of all Unit Owners to give the Association such powers and authority which will enable it to operate on a businesslike basis, to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple owners.

ARTICLE XI

AMENDMENT

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment, and the quorum requirement for such purposes shall be a majority of all Members. It shall be necessary that there be an affirmative vote of seventy-five (75%) percent of all the Members to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights of liabilities of any mortgagee.

ARTICLE XII

PERSONAL APPLICATION

All Unit Owners, tenants or such owners, employees of owners and tenants, or any other person that in any manner use the property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act and to the Declaration and these By-Laws.

All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Condominium Ownership Act, the Declaration, or these By-Laws, shall be deemed to be binding on all Unit Owners.

ARTICLE XIII

RIGHTS OF FIRST MORTGAGEE OR LAND CONTRACT VENDOR

Any first mortgagee, mortgage insurer, or land contract vendor of any unit who makes a request in writing to the Association for the items provided in the paragraph shall have the following rights:

- (A) Annual Financial Statements. To be furnished with at least one copy of the annual financial statements and report of the Association which may be prepared by the Association including detailed statements of receipts and expenditures.
- (B) Notice of Meetings. To be given written notice by the Association of the call of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium or the By-Laws of the Association, which notice shall state the nature of the amendment being proposed.
- (C) Notice of Default. To be given written notice of any default of any owner of a Unit encumbered by a mortgage held by such institutional mortgagee in the performance of such mortgagor's obligations under the Declaration, By-Laws or Regulations, which is not cured within thirty (30) days. Such notice to be given, in writing, and to be sent to the principal office of such institutional mortgagee or the mortgage insurer or to the place which it or them may designate in writing to the Association from time to time.
- (D) Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements requiring that such institutional mortgagee be given any notice of cancellation provided for in such policy.
- (E) Examination of Books and Records. Upon reasonable notice to examine the books and records of the Association during normal business hours.

ARTICLE XIV

EFFECTIVE DATE OF POWERS HEREIN ESTABLISHED SUBJECT TO DECLARATION

The powers, rights, duties and functions of the Board of Directors and Association herein established shall be exercised by the Declarant, or its successors or assigns as provided for in the Declaration, until such time as the period of Declarant Control shall have expired as provided for in the Declaration or the Declarant shall have sooner relinquished such power in writing.

ARTICLE XV
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

If there is any conflict between any provisions of these By-Laws and any provisions of the Declaration or the Condominium Ownership Act, the later two shall control.

The foregoing was adopted as the By-Laws of E-Z Livin' Condominium Association at the first meeting of its Board of Directors.

Dated this 23rd day of August, 2006.

E-Z Livin' Condominium, by:

 /s/ Ronald D. Graves
Ronald D. Graves

 /s/ Shari Ripley
Shari Ripley