

**AMENDED AND RESTATED  
BY-LAWS  
ASSOCIATION OF UNIT OWNERS  
OF  
CERCLE WEST II  
A Condominium**

**ARTICLE I  
PLAN OF OWNERSHIP**

**SECTION I – APPLICABILITY:** The Provisions of these By-Laws are applicable to the Association of Unit Owners of Cercle West II (hereinafter called the “Property”), a Condominium located in the Town of Grand Chute, Outagamie County, Wisconsin, which property has been submitted to the provisions of the Wisconsin Unit Ownership Act by a Declaration recorded in the Office of the Register of Deeds for Outagamie County, as provided in Section 703 of the Wisconsin Statutes and to the use and occupancy thereof..

**SECTION II – OFFICE:** The business office of the Condominium and the Board of Directors shall be located at the office of the current president of the Association in Appleton, Wisconsin. The registered office and registered agent will remain as shown in the Articles.

**ARTICLE II  
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BOARD OF DIRECTORS**

**SECTION I – NUMBER AND QUALIFICATIONS (Amended November 25, 1980):**  
The affairs of the property shall be governed by the Board of Directors (hereinafter called the Board).

The Board shall be composed of six persons all of whom shall be either unit owners or spouses of unit owners. If a partnership or a corporation is an owner, any one member or employee of the partnership or any one officer or employee of the corporation is eligible to serve on the Board.

**SECTION II – ELECTION AND TERM OF OFFICE (Amended November 25, 1980):** The term of office for each director after the initial Board of Directors shall be three years. The initial election for Directors shall be held as follows: Each building's unit owners shall be entitled to elect one Director. All of the unit owners shall elect the sixth Director. After the Directors have been elected, a drawing shall be held among them. Two Directors shall receive one-year terms, two Directors shall receive two-year terms and two Directors shall receive three-year terms. At each annual meeting thereafter, the expiring terms of office shall be filled as follows: In the event that the term of office of a Director representing one building

should expire, the unit owners from that building shall elect a successor Director to serve for a period of three years. In the event that the Director whose term expires is the Director elected by all of the unit owners, all of the unit owners shall elect a Director to replace him. The members of the Board shall hold office until their respective successors shall have been duly elected by the unit owners as set forth herein. Directors shall be eligible to succeed themselves.

Prior to each year's elections, a nominating committee shall be appointed by the Board. The nominating committee shall consist of no more than six members, at least two of who shall be persons who are not presently serving as Directors. The nominating committee shall nominate perspective Directors to succeed the Directors whose terms expire at the annual meeting.

**SECTION III – POWERS AND DUTIES:** The Board shall have the full powers and authority necessary or desirable for the complete administration of the affairs of the property and the enforcement of the provisions of the Wisconsin Unit Ownership Act, the Declaration of Condominium, these By-Laws and the rules and regulations established hereunder, including but not limited to the following:

- a) operation, care, upkeep and maintenance of the Property, common areas, and facilities.
- b) determination and assessment of the amounts required for operation, care, upkeep, maintenance, and other affairs of the property.
- c) collection of the common charges from the unit owners.
- d) employment and dismissal of the personnel as necessary for the efficient maintenance and operation of the property.
- e) adoption and amendment of rules and regulations covering the details of the operation and use of the property.

**SECTION IV – MANAGING AGENT:** The Board may employ for the property a managing agent (which may be the Declarant) to perform such duties and services as the Board shall authorize. The Board may establish the compensation for the managing agent and may delegate to the managing agent all of the powers granted to the Board by these By-Laws other than the powers set forth in Subdivisions (b) and (e), of Section 3 of this Article.

**SECTION V – VACANCIES:** Vacancies in the Board caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

**SECTION VI – REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS:**

At any regular or special meeting of unit owners, any one or more of the members of the Board may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

**SECTION VII – COMPENSATION:** No compensation shall be paid to Directors for their services as Directors.

**SECTION VIII – ORGANIZATION MEETING:** The first meeting of the members of the Board following the annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

**SECTION IX – REGULAR MEETINGS:** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board by mail or telegraph, at least three business days prior to the day named for such meeting.

**SECTION X – SPECIAL MEETINGS:** Special meetings of the Board may be called by the President on three business days' notice to each member of the Board given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board.

**SECTION XI – WAIVER OF NOTICE:** Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a Waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**SECTION XII – QUORUM OF BOARD OF DIRECTORS:** At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If any meeting of the Board there shall less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

**SECTION XIII – FIDELITY BONDS:** The Board may obtain adequate fidelity bonds for all officers and employees of the property handling or responsible for funds. The premiums of such bonds shall constitute a common expense.

**SECTION XIV – LIABILITY OF THE BOARD:** The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the property unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the property. It is also intended that the liability of any unit owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all the unit owners in the common areas and facilities. Every agreement made by the Board or by the managing agent on behalf of the property shall provide that the members of the Board or the managing agent, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all unit owners in the common areas and facilities.

**SECTION XV – INFORMAL ACTION:** Any action which is required to be taken at a meeting of the Board or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

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### **ARTICLE III**

#### **OFFICERS**

**SECTION I – DESIGNATION:** The Principal officers of the property shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board.

**SECTION II – ELECTION OF OFFICERS:** Officers shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

**SECTION III – REMOVAL OF OFFICERS:** Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

**SECTION IV – PRESIDENT:** The President shall be the chief executive officer of the property. He shall preside at all meetings of the unit owners and of the Board. He shall have all of the general powers and duties which are incident to the office of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including by not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the property.

**SECTION V – VICE PRESIDENT:** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

**SECTION VI – SECRETARY (Amended November 25, 1980):** The Secretary shall keep the minutes of all meetings of the unit owners and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall also count the votes taken at meetings of the Board or of the unit owners, but may appoint a substitute person to do so.

**SECTION VII – TREASURER:** The Treasurer shall have the responsibility for the property funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposits of all moneys and all other valuable effects in the name of the Board or the managing agent in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

**SECTION VIII – AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.:** All agreements, contracts, deeds, leases, checks and other instruments of the property shall be executed by any two officers of the property or by such other person or persons as may be designated by the Board.

**SECTION IX – COMPENSATION OF OFFICERS:** No officer shall receive any compensation from the property for acting as such.

## **ARTICLE IV**

### **UNIT OWNERS**

**SECTION I – MEETINGS** – The annual meetings of the unit owners shall be held on the second Monday of October of each year commencing with the year 1980 or at such other date as designated by the Board of Directors. Meetings shall be held within two months of the



date specified. At such meetings the Board shall be elected by ballot of the unit owners as set forth in these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

**SECTION II – PLACE OF MEETINGS:** Meetings of the unit owners shall be held at the principal office of the property or at such other suitable place convenient to the owners as may be designated by the Board.

**SECTION III – SPECIAL MEETINGS:** It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by unit owners owning a total of at least 25% of the common interest. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at the special meeting except as stated in the notice.

**SECTION IV – NOTICE OF MEETINGS:** The Secretary shall mail to each unit owner of record or cause to be delivered to each unit a Notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice.

**SECTION V – ADJOURNMENT OF MEETINGS:** If any meeting of unit owners cannot be held because quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

**SECTION VI – TITLE TO UNITS:** Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership.

**SECTION VII – VOTING (Amended November 25, 1980):** The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast one vote per unit owned at all meetings of the unit owners. The designation of any such proxy shall be made in writing to the secretary and shall be revocable at anytime by written notice to the secretary by the owner or owners so designating. No vote may be split into fractions. In the event that a condominium lien has been filed against any units, that unit shall not be entitled to vote until said lien has been satisfied.

**SECTION VIII – MAJORITY OF UNIT OWNERS:** As used in these By-Laws the term “majority of unit owners” shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners.

**SECTION IX – QUORUM (Amended November 25, 1980):** Unit owners present in person or by proxy having twenty votes shall constitute a quorum at all meetings of the unit owners.

**SECTION X – MAJORITY VOTE:** The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

## **ARTICLE V**

### **OPERATION OF THE PROPERTY**

**SECTION I – DETERMINATION OF COMMON EXPENSES AND COMMON CHARGES:** The Board shall from time to time, and at least annually, prepare a budget for the property, determine the amount of the common charges required to meet the common expenses of the property and allocate and assess such common charges against the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, any prior year. The Board shall advise each unit owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagee.

**SECTION II – INSURANCE:** The Board shall be required to obtain and maintain, to the extent necessary and obtainable, the following insurance:

a) (Amended November 25, 1980) Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the building (but not including those portions of the buildings which are located within a unit such as furniture, furnishings and other personal property supplied or installed by unit owners) together with all air conditioning equipment and other service machinery contained therein and the common areas. This insurance shall cover the property, the Board, and all unit owners and their mortgagees as their interest may appear in an amount equal to the full replacement value of the buildings without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Board as trustee for all unit owners and their mortgagees as their interest may appear;

- b) Workmen's compensation insurance;
- c) Water damage insurance;
- d) Public liability insurance;
- e) Such other insurance as the Board may determine.

The amount of fire insurance to be maintained until the first meeting of the Board following the first annual meeting of the unit owners shall be in at least the sum of \$250,000.00.

All policies of physical damage insurance shall contain the authority of the insured to waive in writing the right of subrogation prior to loss and a waiver of any defense based on co-insurance or of invalidity of the policy arising from acts of co-insured as it affects other co-insureds and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common areas and facilities without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The public liability insurance shall be in such limits as the Board may from time to time determine, and shall cover each member of the Board, the managing agent and each unit owner. The public liability coverage shall also cover cross-liability claims of one insured against the other. The Board shall review such limits each year at their annual meeting. Until the first meeting of the Board following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least \$300,000.00 covering all claims for bodily injury or property damage arising out of one occurrence.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain the authority of the insured to waive in writing the right of subrogation prior to loss and a waiver of any defense based on co-insurance and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

**SECTION III – REPAIR OR RECONSTRUCTION AFTER DAMAGE (Amended November 25, 1980):** In the event of damage or destruction of all or part of the property, the damage shall be repaired or the property destroyed shall be rebuilt and restored unless 75 percent in interest of all of the unit owners shall vote to the contrary. Such vote shall be taken by the Association at a meeting called for that purpose within 90 days of the date of damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as practicable unless the Association authorizes a variance, provided, however, that regardless of any authorized variance, the number of square feet or any unit may not vary by more than five percent from the number of square feet of such units as originally constructed. The number of units shall remain the same. In the event that the unit owners do not vote to repair, rebuild or restore the damaged property, the unit owners shall then sell the property or partition it in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.



**SECTION IV – PAYMENT OF COMMON CHARGES:** All unit owners shall be obligated to pay the common charges assessed by the Board at such time or times as the Board shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit except for the amount of unpaid assessments prior to acquisition in excess of the amount set forth in a statement from the Board furnished pursuant to section 703.24 of the Wisconsin Unit Ownership Act, and except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for any such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

**SECTION V – COLLECTION OF ASSESSMENTS:** The Board shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him for more than 30 days from the due date for its payment.

**SECTION VI – DEFAULT IN PAYMENT OF COMMON CHARGES (Amended November 25, 1980):** In the event of default by any unit owner in paying to the Board the assessed common charges, such unit owner shall be obligated to pay interest at 12 per cent per year on such common charges from the due date thereof together with all expenses, including attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charge together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner or by foreclosure of the lien on such unit granted by Section 703.16 of the Wisconsin Unit Ownership Act.

**SECTION VII – FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES:** In any action brought by the Board to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

**SECTION VIII – STATEMENT OF COMMON CHARGES:** The Board shall promptly provide any unit owner, who makes a request in writing with a written statement of his unpaid common charges.

**SECTION IX – ABATEMENT AND ENJOINING OF VIOLATIONS:** The violation of any rule or regulation adopted by the Board, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to

which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

**SECTION X – MAINTENANCE AND REPAIR:** This Amendment effective October 13, 2003. (a) All maintenance of and repairs to any unit, and limited common elements pertaining to that unit as described in Section 21 of the Declaration, ordinary or extraordinary shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to common areas and facilities resulting from his failure to effect such maintenance and repairs.

(b) All maintenance, repairs and replacements to the common areas and facilities, as those terms are described in Section 4 of the Declaration, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board and be charged to all the unit owners as a common expense.

**SECTION XI – PATIOS AND ATRIUMS (Amended November 25, 1980):** The patios and atriums which are a part of each unit shall be for the exclusive use of the owner of each unit, and the unit owner shall make all repairs to such facilities and no patio or atrium may be enclosed, nor may any permanent structure such as an awning be attached thereto without the approval of the Board.

**SECTION XII – USE OF UNITS:** In order to provide for the maintenance, conservation, and beautification of the property, and for the help, comfort, safety, and general welfare of the unit owners, and to provide for the continual occupancy of the properties and for the protection of the values of the units, the use of the property shall be subject to the following limitations:

- a) The units shall be used for residences only.
- b) The common facilities shall be used only for the purpose for which they are reasonably suited and which are incidental to the use and occupancy of units.
- c) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.
- d) No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board whichever shall have the obligation to maintain or repair such portion of the property.

e) No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that each unit may keep one dog not to exceed eight pounds, unless approved by the Board or one cat and other small household pets (such as canaries or parakeets) provided that they are not kept, bred, or maintained for any commercial purposes. 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.

f) The Board may adopt such other reasonable rules and regulations as it may deem advisable from time to time to further promote the intention of this section governing the use of exterior signs, paved areas, the grounds, the garages and parking areas. Written notice of such rules and regulations shall be given to all unit owners and the entire property, shall at all times, be maintained subject to such rules and regulations.

**SECTION XIII – ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS:** No unit owner shall make any structural additions, alterations or improvements in or to his unit, which would affect any other unit, without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board. The Board shall not be liable to any contractor, subcontractor or materialmen or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement. The provisions of this section shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant.

**SECTION XIV – ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD (Amended November 25, 1980):** Whenever in the judgment of the Board the common areas shall require additions, alterations or improvements costing in excess of \$3,800.00 per year and the making of such additions, alterations or improvements shall have been approved by two-thirds of the unit owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$3,800.00 or less per year may be made by the Board without approval of the unit owners and the cost thereof shall constitute a common charge.

**SECTION XV – RIGHT OF ACCESS:** A unit owner shall grant a right of access to his unit to the managing agent, or any other person authorized by the Board for the following purposes: a) to correct any condition originating in his unit which threatens another unit or a common area; b) to correct any condition which violates the provisions of these By-Laws or the rules and regulations promulgated thereunder; c) to make inspections as may from time to time be required by the Board insurance companies, or other complaining unit owners.

Request for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of any emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

**SECTION XVI – WATER:** Water shall be supplied to the common areas for watering through the common wells located on the property and the Board shall pay, as a common expense, the cost of maintenance, repair and upkeep of said wells, along with the cost of electricity necessary to operate said wells.

**SECTION XVII – ELECTRICITY:** Electricity for heat, light, air-conditioning and general domestic purposes shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common areas including the well and the exterior lighting shall be separately metered, and the Board shall pay all bills for electricity consumed in such areas as a common expense.

**SECTION XVIII – SEWER:** Sewer charges assessed by the Town of Grand Chute Utility Districts shall be billed by the Utility directly to the unit owners, and these charges shall be paid by the individual unit owners, not by the Association.

## ARTICLE VI

### MORTGAGE AND SALE OF UNITS

**SECTION I – MORTGAGE OF UNITS:** Each unit may be separately mortgaged providing said mortgage covers the unit and the undivided interest in the common areas appurtenant thereto.

**SECTION II – SALE OF UNITS:** A unit owner may sell his unit providing the sale includes the undivided interest in the common areas appurtenant thereto and further providing that any deed to any intended grantee shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the rules and regulations as the same may have been amended from time to time.

**SECTION III – NO SEVERANCE OF OWNERSHIP:** No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership.

**SECTION IV – GIFTS AND DEVISES, ETC:** Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, without restrictions.

**SECTION V – PAYMENT OF ASSESSMENTS:** No unit owner shall be permitted to sell, convey, mortgage, pledge, hypothecate, his unit unless and until he shall have paid in full to

the Board all unpaid common charges theretofore assessed by the Board against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

**SECTION VI – VIOLATION:** Any purported sale of a unit in violation of this Article shall be voidable at the election of the Board.

## **ARTICLE VII**

### **RECORDS**

**SECTION I – RECORDS AND AUDITS:** The Board shall keep detailed records of its actions, minutes of the meetings of the Board, minutes of the meetings of the unit owners, and financial records and books of account for the property, including a chronological listing of receipts, expenditures, as well as a separate account of each unit which, shall contain, the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures shall be rendered by the Board to all unit owners at least semi-annually. In addition, an annual report of the receipts and expenditures shall be rendered by the Board to all unit owners promptly after the end of each fiscal year.

## **ARTICLE VIII**

### **CONFLICTS AND INVALIDITY**

**SECTION I – CONFLICTS:** These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act as set forth in Section 703 of the Wisconsin Statutes. In case any of these By-Laws conflict with the provisions of this Act, of the Declaration, the provisions of the Act or the Declaration shall control and in case of any conflict between the provisions of the Act and the Declaration as they relate to these By-Laws, the provisions of the Act shall control.

**SECTION II – INVALIDITY:** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity enforcement or effect of the balance of these By-Laws.

**SECTION III – WAIVER:** No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

## **ARTICLE IX**

### **AMENDMENT TO BY-LAWS**

**SECTION I – AMENDMENT:** At anytime after the first meeting of the unit owners these By-Laws may be modified or amended by the two-thirds vote of the unit owners at a meeting of the unit owners held for such purpose or at an annual meeting of the unit owners.



### ADOPTION OF BY-LAWS

The undersigned hereby certify that these By-Laws have been adopted pursuant to the required two-thirds vote of the Unit Owners at a meeting of Unit Owners held pursuant to these By-Laws for such purpose or an annual meeting of units owners as required in ARTICLE IX set forth above held on the 13<sup>th</sup> day of October, 2003. The foregoing By-Laws incorporate the original By-Laws originating January 31, 1974 and all amendments subsequent thereto in addition to amendments made effective as of the date of this adoption.

ASSOCIATION OF UNIT OWNERS OF  
CERCLE WEST II

BY: J Kubhoff Vice-President

BY: Shawn Zika Secretary

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