

# BY-LAWS

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**SOLAR PARKWAY I CONDOMINIUM**  
**ASSOCIATION**  
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**JUNE 11, 2001**

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RESTATED BY-LAWS OF  
SOLAR PARKWAY I CONDOMINIUM ASSOCIATION, AN  
UNINCORPORATED ASSOCIATION

ARTICLE I

Association By-Laws

Section 1. Unit Ownership. The property located in the Town of Menasha, County of Winnebago, State of Wisconsin, (the "Property") known as SOLAR PARKWAY I CONDOMINIUM (the "Condominium"), has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a certain Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Winnebago County, Wisconsin.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of SOLAR PARKWAY I CONDOMINIUM ASSOCIATION (the "Association"), an unincorporated association, to serve as an Association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration require otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office. The office of the Association is currently located at 1700 Alpha Drive, Neenah, Wisconsin.

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall be composed of five (5) persons, all of whom shall be owners or spouses of owners of units, or, in the case of partnership owners, members or employees of such partnership, or in the case of corporate owners, officers, shareholders, or employees of such corporation, or in the case of fiduciary owners, the fiduciaries, or officers or employees of such fiduciaries.

The Condominium will be divided into five segments:

- A = All addresses on Alpha Drive
- C = All addresses on the North side of Beta Drive
- D1 = All addresses on the South side of Beta Drive
- D2 = All addresses on the North side of Solar Parkway
- E = All addresses on the South side of Solar Parkway

Each segment shall have a representative on the Board of Directors elected by all the owners to serve a term of three years. The board members will be elected by the Association at the regular annual meeting. If a vacancy cannot be filled to represent a specific segment of the Association, a "member at large" will be elected to fill the Board to five members. A director shall serve until his or her successor is elected and qualified.

Section 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and of the Property, except for those powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have the full power and authority necessary or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws, and rules and regulations hereunder, including but not limiting thereto the following general powers and duties:

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- (a) To elect the officers of the Association;
- (b) To administer the affairs of the Association and the Property;
- (c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the unit Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 5.08) of the Declaration);
- (d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof.
- (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to

delegate such approval to the officers or the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(h) To estimate the amount of the annual budget and to provide the manner of assessing and collecting from the unit owners their respective shares of such estimated expenses;

(i) To comply with the instructions of a majority of the unit owners, as expressed in resolutions duly adopted at any Annual or Special Meeting of the unit owners; and

(j) To exercise all other powers and duties of the Board of Directors or unit owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

Section 3. Specific Powers of the Board. The Board shall provide and shall pay for the following:

(a) Utility Service for Common Elements: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) Casualty Insurance: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem appropriate, for the full insurable replacement cost of the Common Elements and the Units, if any, located within a building or building not located on Individual Grounds. Premiums for such insurance shall be common expenses, except that the portion of said premiums attributable to the Units, if any, located within a building or buildings not located on Individual Grounds shall be a common expense to be shared proportionately by the Unit Owners of said Units. Such insurance coverage shall be written in the name of, losses under it shall be adjusted by, and the proceeds of insurance shall be payable to the members of the Board of Directors for each of the unit owners in their respective percentages of ownership interest in the common Elements except that the proceeds derived from any loss sustained by a Unit or Units, if any, located within a building or buildings not located on Individual Grounds shall be held and disbursed for the

benefit of the unit owners of the Units sustaining such loss. The Board may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine to be consistent with the provisions of the Act, the Declaration and these by-laws. The fees of such trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Board insured Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building or Buildings, or shall be otherwise disposed of, in accordance with the provisions of the Declaration, these by-laws and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the improvements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy and the receipt of a release from the Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

In the event of an election by any unit owner of a Unit on Individual Grounds as provided in Article 9.01(a) of the Declaration to have the Unit insured by the Board, any insurance proceeds received by virtue of damage or destruction of the Unit shall be used to restore the Unit. The unit owner shall determine the manner of restoration, subject to compliance with the rules and regulations of the condominium, the provisions of the Declaration and these By-Laws and shall notify the Board in writing of the manner of restoration selected.

In the event of the total destruction of a unit or units and the determination that the unit or units may not be reconstructed under the ordinances of the Town of Menasha or Winnebago County or the laws of the State of Wisconsin or in the alternative the determination by the Board that the cost of reconstruction will exceed the insurance proceeds, the Board may



direct that the insurance proceeds applicable to each destroyed unit be paid to the unit owner together with a sum equal to the unit owner's interest in the common elements, exclusive of the individual units, as determined by agreement with the unit owners. If agreement cannot be reached, the amount shall be determined in writing by any two of three appraisers, one selected by the Board, one selected by the unit owner and the third selected by the two other appraisers. This added sum shall be a common expense of the remaining units and shall be assessed accordingly. Upon payment of this sum to the unit owner of the destroyed unit, the unit owner shall cease to be an owner and the percentage interest of the remaining owners shall be adjusted in accordance with the formula set forth in the Declaration. In the event the cost of replacement exceeds the insurance proceeds and the unit may be constructed under the ordinances and laws aforesaid, the unit owner may request the Board to authorize the reconstruction of the unit subject to the unit owner tendering to the Board a sum equal to the costs of reconstruction less the sum available from the insurance proceeds. The Board, upon receipt of the sum, shall authorize the reconstruction of the unit and direct that the same be done. Any unit reconstructed under this provision or under the provisions of Article IX of the Declaration shall be constructed in a manner complying with the ordinances and laws aforesaid and in a manner compatible with the remaining units.

Each unit owner may, at said unit owner's personal expense, carry additional casualty insurance on their own unit and may provide for said insurance to be paid directly to the unit owner. Each unit owner shall be responsible for all insurance coverage on the contents of the unit and the personal property of the unit owner located on the common elements of the condominium.

(c) Liability Insurance: Comprehensive public liability insurance, including liability for injury to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each unit owner, the Association, its officers, members of the Board, the manager and managing agent of the Buildings, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premium for such insurance shall be Common Expenses.

(d) Workmen's Compensation: Workmen's compensation insurance to the



extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of subsection (i) of this Section, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements as the Board shall determine to be necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements;

(g) Additional Expenses: Any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as first class buildings or for the enforcement of the Declaration and these by-laws;

(h) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common Elements, rather than merely against the interest thereon of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be a limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien or encumbrance, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or encumbrance shall be specially assessed to said Owners;

(i) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in this Declaration and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Buildings containing

individual Units, if any, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such unit owner for the cost of said maintenance or repaired. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible. It may likewise enter any balcony or patio in Buildings containing Units, if any, for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. In the event of any emergency originating in, or threatening any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the manager or management agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not. The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key.

(j) Capital Additions and Improvements: The Board shall have no authority to acquire or provide or pay for any capital addition and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of five thousand dollars (\$5,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of five thousand dollars (\$5,000.00), without in each case obtaining prior approval of the Voting-Members holding two-third (2/3) of the total votes. Upon obtaining any required approvals, it shall be free to direct the work and to assess the cost thereof as a common expense.

(k) Certain Utility Services to Units: The Board may pay water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his or her share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use of any utility service by such Owner.

(l) Care of Individual Grounds and Units thereon: In the event of the election of any unit owner owning a Unit with Individual Grounds allocated thereto to have the Individual Grounds maintained by the Board,

including but not limiting thereto, landscaping, flower gardening, snow and natural debris removal, the Board shall be empowered to perform and charge for all duties and obligations pertinent thereto.

Section 4. 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 of Directors may be removed with or without cause by two-thirds of the authorized votes of all unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board of Directors 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 of Directors 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 of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the appropriate annual meeting of the unit owners.

Section 6. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held immediately after the annual meeting and no notice of the meeting shall be necessary.

Section 7. Regular Meetings. Regular meetings of the Board of Directors 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 of Directors, but at least six such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors at least three business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours' written notice to each member of the Board of Directors, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance

by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him or her of the time and place thereof.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, 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 of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be 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 11. Fidelity Bonds. The Board of Directors may obtain adequate fidelity bonds for all officers and employees of the Property handling or responsible for funds. If such bonds are unobtainable for any reason whatsoever or if their cost is deemed prohibitive by the Board of Directors, such bonds need not be obtained.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owner for any mistake of judgment, failure to adhere to the provisions of the Declaration of these By-Laws, negligence, or otherwise, except for their own individual fraudulent misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent, or the manager, 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 the liability of the unit owners under said agreements shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. At the option of the Board of Directors, director's liability insurance may be obtained and shall be paid for as a common

expense.

Section 14. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors 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.

Section 15. Rules and Regulations:

(a) Rules: The Board may, subject to approval of the majority of the unit owners, adopt such reasonable rules and regulations as it may deem advisable for the use, maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants prior to their effective date and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management: Notwithstanding any other provision herein, the Board may by a two-thirds (2/3) vote, engage the services of any agent to manage the property to the extent deemed advisable by the Board.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

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### ARTICLE III

#### Unit Owners

Section 1. 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, or in the name of a fiduciary.

Section 2. Annual Meeting. The Annual meeting of the unit owners shall be held during the month of May each year. The specific date shall be determined by the Board of Directors of the Association.

Section 3. Place of Meeting. The Meeting of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.



Section 4. 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 of Directors or upon a petition signed and presented to the Secretary by unit owners having 33 1/3% of the authorized votes of all unit owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner at the address of his or her unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary a notice of each annual or special meeting of the unit owners at least seven days prior to such meeting, as well as the purpose of a special meeting and the time and place where it is to be held. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 6. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having a majority of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 7. Adjournment of Meetings. If any meeting of unit owners cannot be held because a quorum has not attended, a majority of the authorized votes 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 8. 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 authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Article III, Section 9, of these By-Laws.

Section 9. Voting Rights: There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a unit ownership, or may be some person designated by such Owner or Owners to act as proxy on his or her or their behalf and need not be an Owner. Such designation shall be made in writing to the Secretary and shall be revocable at any time by actual notice to the Secretary. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. Any or all Owners may be present at any meeting of the unit owners. The total number of votes of all unit owners shall be Fifty-four (54) and each Owner or group of Owners shall be entitled to one (1)

vote for each Unit they own.

Section 10. Majority Vote. The vote of a majority of voting members 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.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all voting members entitled to vote thereon. All such consent action shall have the same force and effect as a unanimous vote

Section 12. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Winnebago County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Winnebago County or a deed or other instrument establishing a change of record title to a unit and the delivery to the Association of a certified copy of such instrument. The new owner designated by such instrument shall thereby become a member of the Association and the membership of the prior owner shall thereby be terminated.

## ARTICLE IV

### Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice-President, the Secretary and the Treasurer, all whom shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 2. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without causes, and his or her successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.



Section 3. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of President of stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which the President decides is appropriate to assist in the conduct of the affairs of the Property.

Section 4. Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon the office by the Board of Directors or by the President.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors, shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipt and disbursements and for the preparation of all required financial statements. The treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and 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 7. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

## ARTICLE V

### Operation of the Property

Section 1. General Provisions. Certain restrictions, directions and covenants governing the use, occupancy, maintenance and control of the condominium are

set forth in the Declaration and govern the property.

Section 2. Use of Property. The units and common areas and facilities shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by these by-laws and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) There shall be no obstruction of the common areas and facilities, nor shall anything be stored in the common areas and facilities without the prior consent of the Board of Directors, except as hereinafter expressly provided. Each unit owner shall be obligated to maintain and keep his or her own unit in good order and repair.

(c) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the Property or contents thereof without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his or her unit or in the common areas and facilities which will result in the cancellation of insurance on the Property or contents thereof or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

(d) Unit owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the unit and no sign, awning, canopy, shutter, radio, television antenna, satellite dish, additional solar devices or wind mill shall not be permitted to be affixed to a unit without the prior consent of the Board of Directors. No basketball hoops, playground equipment or other athletic equipment shall be kept outside of a unit.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except for dogs, cats and birds subject to written permission and compliance with the rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three

(3) days written notice from the Board. No pets may be housed outside of the unit. Any debris or excrement left on the common elements or limited common elements by any pet shall be immediately removed by the pet owner. No dog will be permitted on the real estate subject to this Declaration which is bred, trained or commonly known as an attack dog (such as a rottweiler or Doberman).

All pets must be kept on a leash or harness when outdoors. Pets must be under the owner's control at all times. No pets shall be left outside without the owner being home. All owners must also abide by the Town of Menasha animal owner guidelines.

(f) No unlawful, immoral, noxious, excessively loud or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board of Directors, any annoyance or nuisance to the other unit owners or occupants of units.

(g) Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of any building or which would structurally change any building, except as is otherwise provided herein. No unit owner shall overload the electric wiring in any building or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

(h) No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers within the unit, except for collection day and shall be disposed of in a clean, healthy and sanitary manner as prescribed from time to time by the rules and regulations of the Board of Directors.

(i) No baby carriages, playpens, bicycles, wagons or toys shall be left on any part of the common areas and facilities. They shall be stored within the unit. No playground equipment shall be permitted on any common areas.

(j) No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property, no signs shall be displayed,

maintained or permitted by any owner on any part of the Property or in any unit therein except with the consent of the Board of Directors. The Board of Directors may allow signs identifying the unit owner or occupant of a given unit and signs identifying the address of the individual unit. The Board of Directors may provide for a sign or signs identifying the condominium and directional signs to be located on the Common Elements and such other signs and flags for special events as the Board of Directors deems advisable. The Board of Directors may display such signs as are required by law or set forth in the rules and regulations of this Condominium. There shall be no "For Sale" or "For Rent" signs located on the Limited Common Elements, within the units, or on the Common Elements of the Condominium except that "open house" signs may be placed on common elements from Thursday to Sunday subject to approval of the Board of Directors.

(k) Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Board of Directors.

(l) That part of the common areas and facilities identified in the Declaration as parking areas shall be used by the unit owners for parking purposes, subject to the exclusive rights of the respective unit owners. No motor homes, mobile homes or trailers may be parked, stored or used on the premises, without the prior approval of the Board of Directors. Any approved use shall be for a maximum of seventy-two (72) hours and must comply with local ordinances and state law. No garage, common area or driveway shall be used for vehicle repairs, vehicle painting or similar vehicular activities, except for those emergency repairs permitted in these by-laws.

(m) The unit restrictions in paragraph (a) and (j) of this Section 2 shall not be construed in such a manner as to prohibit an owner from (a) maintaining his or her personal business or professional records or accounts at a unit; or (b) maintaining his or her personal professional library therein; or (c) handling his or her personal business or professional telephone calls or correspondence therefrom; or (d) the conducting of a Home Enterprise where the operation of same does not generate public traffic, create unsightliness, generate noxious odors or noise, and does not utilize any signs, advertising, or public notices. No home enterprise shall be conducted in public view. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) and (j) of this Section 2. Garbage cannot be put out more than 12 hours before garbage pickup day. There shall be no garage, rummage or craft sales permitted or advertised.

(n) No exterior lighting may be installed without the express written consent of the Board of Directors of the Association and compliance with the restrictions of record.

(o) No draperies, curtains or screening shall be used or displayed to exterior view having other than an appearance compatible with the exterior finish of the Units.

(p) No motor vehicles shall be used, stored or maintained on the real estate subject to this Declaration without the prior written consent of the Board of Directors and compliance with restrictions of record except pickup trucks and standard automobiles including sedans, coupes, station wagons, convertibles, sports cars, sport utility vans, minivans, economy cars, antique automobiles, and similar vehicles. This restriction shall not be construed to prohibit deliveries of products, moving of personal effects or service vehicles from having access to all units during reasonable hours or in case of emergency. This restriction shall apply to all power-driven and non power-driven vehicles including but not limited to recreational vehicles, motor homes, campers, all-terrain vehicles, boats and trailers, utility trailers, snowmobiles, motorcycles, mini-bikes and the like and trucks, except pickup trucks, unless specifically exempted as hereinbefore provided. No vehicle displaying advertising or a company logo may be left outside of a unit. Nor shall any such vehicle not engaged in service work on the premises with outside projection from equipment such as ladders, poles, barrels and the like be parked outside of a unit.

In the event any unit owner, occupant, guest, invitee, family member or licensee shall discontinue or otherwise make inoperative any motorized vehicle on the Common Elements, except for temporary or emergency repairs, and refuse to remove same within twelve (12) hours after receipt of written notice to immediately repair or remove said motorized vehicle, the Board of Directors may authorize the removal thereof and the costs of removal and storage of said vehicle shall be assessed against the unit owner and shall become collectable as herein provided for any assessment.

(q) Parking on the roadways shall be limited to guests, licensees and invitees only and shall be on a temporary basis only. All unit owners shall be required to park their vehicles in their designated parking area.

(r) No trees or shrubs may be planted or removed on the Common Elements without the prior approval of the Board of Directors

(s) The real estate covered by the Declaration includes thereon present and possible future recreational areas and facilities. Unit owners, members of their immediate families, guests and invitees may use the Common Elements designated for nature trails, walkways, parks, allied recreational areas and facilities for their intended purposes, including where allowed, placement of benches or chairs and allied equipment. The



use thereof may not interfere with the use and enjoyment of the Common Elements by the other unit owners.

(t) No fencing or patio screening may be installed, except with the prior approval of the Board of Directors. The installation, repair and maintenance of these items shall be at the expense of the unit owner. Failure to repair and maintain these items in a safe and sightly manner shall be grounds for the Board of Directors to remove or repair them and assess the cost to the unit owner. Hot tubs, spas, saunas, fire pits, camping tents and canopies, camping and swimming pools are prohibited, except that the Board of Directors may permit the erection of a canopy or tent for a special occasion with the consent of the neighboring unit owners.

(u) No firewood may be stored outside on any Common or Limited Common areas.

(v) Special Provisions: No provision of these By-Laws shall be deemed to nullify, void or invalidate the specific provisions set forth in the Declaration, said provisions being deemed to take precedence over any provision of these By-Laws.

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Section 3. Addition, Alteration, or Improvement by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or on his unit, nor affix anything to the exterior of his unit nor erect or construct anything in the limited common area assigned to his unit without the prior written consent thereto of the Board of Directors. Any application to any governmental authority for a permit to construct an addition, alteration or improvement in or on any unit shall be executed by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement.

Section 4. Right of Access. A unit owner shall grant a right of access to his unit to the manager, the managing agent and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in the unit and threatening another unit or a common or limited common area or facility, to install, alter or repair mechanical or electrical services or other common facilities in the unit or elsewhere in any building and to correct any condition which violates the provisions of any mortgage covering another unit. Requests 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 emergency such right of entry shall be immediate, whether the unit owner is present at the time or not.

## ARTICLE VI

### Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A unit owner who mortgages the unit owner's unit shall notify the Board of Directors of the name and address of the mortgagee.

Section 3. Notice of Unpaid Common Charges. The Board of Directors, whenever requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Property at reasonable times, on business days, but not more often than once a month.

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BUDGET, ASSESSMENTS, MAINTENANCE FUND,  
BORROWING, ACQUISITION AND CONVEYANCING OF PROPERTY  
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Section 1. Preparation of Estimated Budget. Each year on or before May 1, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance services, management fees, supplies, maintenance, repairs, landscaping, fuel power and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before May 30, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The Board shall apportion the cost of insurance for fire and extended coverage for those buildings, if any, containing attached Units among the unit owners of attached Units. Those costs for the repair, maintenance, operation and care of facilities limited in use to a specific segment of the condominium shall be assessed only to the unit owners having the right to use it. Said estimated cash requirement shall be assessed to the Owners according to the Declaration and By-Laws. Said assessments shall be payable as provided in the By-Laws. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the



Common Expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's payment obligations to the next monthly installments due from Owners under the current year's estimates, until exhausted, and any net shortage shall be added to each Owner's payment obligations to the installments due in the succeeding months after rendering of the accounting as provided in the By-Laws.

Each year on or before May 1, the Board shall estimate the added costs applicable to the maintenance and care of the Individual Grounds which will be required during the ensuing calendar year, and shall, on or before May 30 notify each unit owner owning a Unit with Individual Grounds allocated thereto in writing as to the amount of each estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the unit owners of detached Units and the Units with Individual Grounds allocated thereto according to each unit owner's percentage of ownership in the Common Elements.

Section 2. Reserve for Contingencies and Replacements: The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If the estimated cash requirement proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to the By-Laws. The Board shall serve notice of such further assessment on all Owners as provided in the By-Laws and such further assessment shall become effective as provided in the By-Laws. All Owners shall be obligated to pay the additional amount.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the unit owners shall not constitute a waiver or release in any manner of such Owners' obligation to pay the maintenance costs and necessary reserves as herein provided whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, the unit owner shall continue to pay a monthly maintenance charge at the then existing monthly rate established for the previous period until a new monthly maintenance charge shall have been mailed or delivered.

Section 4. Books and Records. The Board shall keep full and correct books of account in chronological order 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. Such records and the vouchers authorizing the payments shall be available for inspection by any unit

owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours of week days as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee fixed by the Board not to exceed Twenty-five dollars (\$25.00), any unit owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

Section 5. Status of Collected Funds. All funds collected shall be held and expended for the purposes designated and (except for such special assessments as may be levied against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners as provided in the By-Laws.

Section 6. Remedies for Failure to Pay Assessments. If any unit owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, including any assessment against the unit owner of a Unit with Individual Grounds allocated thereto arising by virtue of the election by said unit owner to accept added services from the Association or by virtue of the election by said unit owner for the providing of insurance, the Board shall have the authority for and on behalf of said Association and as the representative of all unit owners to exercise and enforce any and all rights and remedies as may be provided in the Act, these By-Laws, the Declaration or otherwise available by law or in equity, for the collection of all such unpaid charges or assessments. The Board may also assess interest on unpaid balances at the rate of 18%. In addition, if a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days the Board may file a condominium lien and/or bring suit for and on behalf of the Association and as representative of all unit owners to enforce collection thereof and/or to foreclose the lien; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided shall be and become a lien or charge against the unit ownership of the unit owner involved when payable and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act and shall have the highest priority permitted by law against all other claiming an interest in this unit.

Section 7. Rental during Foreclosure. In the event of the foreclosure of a lien

for unpaid common expenses, the unit owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such Unit.

Section 8. Amendments. Except for such amendments as may be required to conform any provision of the Declaration to the requirement of law, all amendments to this Article VII shall only be effective upon unanimous written consent of the Owners and their mortgagees. No unit owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use of enjoyment of any of the common areas and facilities or by abandonment of his Unit.

Section 9. The Board may, upon majority vote of the Board or the majority of unit owners, borrow such funds as may be necessary for interim working capital; making of improvements, repairs or replacements; or acquiring property for the use and benefit of the Association. Borrowing may be by the issuance of the note of the Association and, where applicable, the pledging or mortgaging of assets of the Association but not of any unit owner. The Board may direct the execution of any necessary documents to secure the repayment of the indebtedness by any two officers. The repayment of said indebtedness shall be from the proceeds of the sale of any property securing said indebtedness and/or the addition to the assessment of the unit owners as sufficient amount to repay the indebtedness according to its terms.

Section 10. The Board, on behalf of the Association, may purchase and/or convey property. The Board shall purchase or convey property only as provided in the Declaration or By-Laws or upon majority vote of the unit owners at a regular or special meeting called for that purpose. The execution of any legal documents shall be as provided under Wisconsin law for corporations. The Board may, on behalf of the Association, accept gifts and bequests of property if it deems same to be in the best interests of the Association.

## ARTICLE VIII

### Miscellaneous

Section 1. Notices. All notices to the Board of Directors shall be sent by registered or certified mail, c/o the manager or managing agent, or if there is no manager or managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices of violations of rules, and regulations of the By-Laws or the Declaration and notices of liens of the Association shall be sent to the unit owner by registered or certified mail to his or her unit or to such other address a may have been designated by him or her from time to time, in writing, to the Board of Directors. In the event said notice shall also be required to be sent to mortgagees of units,

such notice shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices, other than the foregoing, may be sent by first class regular mail in the aforesaid manner to unit owners and mortgagees. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Insurance Trustee. The insurance trustee shall be a bank in the State of Wisconsin, designated by the Board of Directors and having a capital surplus and undivided profits of \$1,000,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

Section 7. Conflicts. These By-Laws are set forth to comply with the requirements of Section 703.10 of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control.

Section 8. Recreation Facilities. The term "common areas and facilities" as used in these By-Laws shall be deemed to include any property owned by the Association or the Board of Directors on behalf of the unit owners, notwithstanding the fact that the unit owners may not own said property in common as unit owners under the Wisconsin Condominium Ownership Act.

## ARTICLE IX

### Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of sixty-seven per cent (67%) of the authorized votes of all unit owners, such vote to be taken at a meeting or unit owners duly held for such purposes except where a different percentage of votes may be required.

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# **RULES AND REGULATIONS**

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**SOLAR PARKWAY I CONDOMINIUM  
ASSOCIATION**

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**MAY 5, 2002**



**SOLAR PARKWAY I CONDOMINIUM ASSN.  
RULES AND REGULATIONS**

In order to provide for congenial occupancy of the property and for the protection of the values of the units, the use of the property shall be subject to the following limitations:

1. Each unit is intended for single family use only.
2. Exterior improvements such as painting, landscaping, and any other changes to the outside of units must be approved by the Board of Directors before work is begun.
3. Pets are allowed; however, they must be under the owner or occupant control at all times. They must be on a leash if outside and the owner or occupant must be home. No pets can be left outside if the owner or occupant is not home! Pet excrement is to be picked up immediately. No pet will be allowed to create a disturbance or annoyance to any member of our association.
4. TVs, radios, stereos or other sound producing instrumentalities are not to be played so loud as to annoy or disturb neighbors.
5. No clothing, bedding, or laundry of any kind is to be hung outside of unit.
6. All garbage and allowed recyclables should be separated, wrapped or bagged to ensure they stay in containers (which should not be placed on curb until 12 hours prior to pickup).
7. No Signs shall be displayed, maintained or permitted by any owner on any part of the property or in any unit therein except with the consent of the Board of Directors.
8. Parking: Vehicles are to be parked in your garage or on your driveway. There is no overnight parking on the streets. Boats, motor homes, similar recreational vehicles, and utility trailers are not to be stored or parked on driveways or streets. If unique circumstances arise, please contact your street representative.
9. The association is responsible for all lawn maintenance and snow removal. You must not obstruct the right of way. Unit owners are responsible for trimming and maintenance of all other landscaping. This includes trees, bushes, flowers and weed control other than the grass areas. The owners are responsible to protect trees, shrubs, planting, and lamp post from lawn maintenance i.e. lawn mowers and weed eaters.
10. Firewood should be stored in your garage or basement, not outside.
11. Payment of condo fees must be made within 10 days of the due date or a late fee of \$10.00 will be charged.

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12. Unit Insurance: Owners of detached and duplex units are responsible for their own liability, fire, casualty and personal belongings insurance. The attached units have fire insurance and special form perils (natural disasters other than flood and earthquake) provided from the Townhouse Maintenance Account (TMA), for the structure itself up to the inside wall coverings on the outside shared walls. Other than this coverage, the unit owners are responsible for carrying insurance on everything else.

In order to maintain the proper amount of insurance coverage on the sixteen connected units, a professional appraisal will be done every 5 years.

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