

September 12, 2013

Windwood Condominium Association  
By-Laws

Lot One (1) of Certified Survey Map no 3961  
As recorded in the office of the Register of Deeds  
For Dodge County, Wisconsin, in Vol. 24 of the  
Certified Surveys at Pages 179 and 180, being part  
Of the SW ¼ of Section 35 and part of the SW ¼  
Of the SW ¼ and the NW ¼ of the SW ¼ of Section  
36, all in the Township 9 North 15 East, Town  
Emmet, Dodge County, Wisconsin.

Original By-Law Recording  
Vol. 928 Pages 751-755

Return To:  
WINDWOOD CONDO ASSN  
P.O. BOX 404  
WATERTOWN, WI 53094

016-915-3633-002  
PARCEL ID NUMBER

**WINDWOOD CONDOMINIUM ASSOCIATION  
BY-LAWS**

The original By-Law document was drafted by Attorney George Neuberger for the declarants of Windwood Condominium project. The document was signed by Barry R. Draeger, Daniel L. Fredrick, and Thomas J. Godfroy and witnessed by George Neuberger on the 25<sup>th</sup> day of April 1997.

A third party Declarant assumed responsibility for the condominium by agreement between the original Declarants and the unit owners of the completed and sold units on the 9<sup>th</sup> day of September 2003.

The new declarant transferred control to the unit owners of the sold units which took control of the new association.

The By-Laws were amended in 2003, 2009, 2013.

Attached are the signatures of the unit owners consenting to the 2013 amendments to the By-Laws of the Windwood Condominium Association.

This instrument was drafted by:  
Wayne L. Rosenow  
Windwood Condo Association unit owner & board member

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**WATERTOWN, WISCONSIN**

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# **WINDWOOD CONDOMINIUM ASSOCIATION**

## **BY-LAWS**

### **ARTICLE 1**

#### **GENERAL PROVISIONS**

Section 1.01. These By-laws are adopted pursuant to the Condominium Ownership Act of the State of Wisconsin and Section 4.06 of the Declaration of Windwood Condominium Association, located at W5572 County Road CW, Watertown, Wisconsin 53098, and are intended to govern the administration of the condominium. These By-laws shall be consistent with the Condominium Ownership Act, the Declaration and particularly Article IV of the Declaration.

### **ARTICLE II**

#### **MEETING OF MEMBERS**

Section 2.01 – Annual Meeting. The annual meeting of the members shall be held the second (2<sup>nd</sup>) Thursday in September.

Section 2.02 – Special Meeting. Special meetings of the members may be called at any time by agreement of the majority of the unit owners.

Section 2.03 – Quorum. The presence at the meeting of a majority of units entitled to vote or proxies entitled to cast such votes shall constitute a quorum for any action.

Section 2.04 – Presiding Officers. During the annual meeting, special meetings called by the association, and the Board meetings the President will preside, the Board Secretary will keep the book, and the President will appoint a person to count votes. If the President is not available then the Vice-President will assume the duties of the president.

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

Section 3.01 – Directors. The affairs of the Association shall be managed by a Board of five (5) directors each having a term of three (3) years. None of the directors may be non-unit owners.

1. Each board member has one vote. Two directors from the same unit shall constitute one (1) vote only.
2. At the first board meeting after the election, the new board will elect a President, Vice President, Secretary, Treasurer and 1 member at large. In order that not

more than two (2) board members are replaced in the same year, they will be elected on a 1 year, 2 year, 2 year alternating basis.

3. The Board shall hold a minimum of ten (10) meetings per year including the annual meeting held in September.
4. Any unit owner may attend a board meeting or address the board in writing.

Section 3.02 – Removal. Any director may be removed from the Board with or without cause at any time by a majority of unit owners that form a quorum. In the event of death, resignation or removal of a director, his successor shall be selected by a majority vote of the Board of Directors and shall serve the unexpired term of his predecessor.

Section 3.03 – Compensation. No director shall receive compensation for any services he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. The directors may agree in advance to reimburse a director for the reasonable value of his services with respect to specified services provided to the condominium.

Section 3.04 – Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting if confronted by an emergency situation, in which case, a meeting shall be called thereafter as soon as practical. Any action taken shall have the same effect as though taken at a meeting of the directors.

Section 3.05 – Automatic Termination. A term of a director shall automatically terminate upon the transfer of ownership of his unit. A special election shall be held to fill the place of any director whose term is so terminated.

Section 3.06 – Manager or Managing Agent. Upon unanimous agreement of the directors, the Board may engage the services of a manager, managing agent or contract for other services as deemed necessary.

## **ARTICLE IV**

### **ASSESSMENT FOR COMMON EXPENSES**

Section 4.01 – Annual Project Budget. Each year, at the annual meeting, the Association shall prepare and agree upon a budget for the Association. Each unit owner's assessment for the ensuing year, which may be made on a monthly basis, shall be based upon such budget. In addition to the normal operating expenses of the Association, the budget may provide for reserve, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Association and for the protection of the common elements and units thereof. Failure or delay in the preparation of the annual budget shall not constitute a waiver of

the unit owner's obligation to pay his proportionate share of the Associations' financial obligations.

Section 4.02 – Special Assessments. In addition to regular assessments, the Association may levy special assessments for the purpose of defraying, in whole or part, the cost of special or unexpected expenses.

Section 4.03 – Lien, Collection and Enforcement. The provisions of the Act and Article VII of the Declaration shall be controlling with respect to the establishment of the lien for unpaid assessments and the enforcement of liens. Past due assessments shall bear interest at 1% per month.

## **ARTICLE V**

### **CONDOMINIUM ELEMENTS, CONTENTS, USE AND REGULATION**

Section 5.01 – Common Elements. See Declaration for complete definition of Common and Limited Common Elements. The Association has deemed the following items also constitute Common Elements. They include but are not limited to: wells, water well systems, septic-sanitary systems and those system pipes and lines leading to the exterior of the buildings.

1. Unit owners seeking to make changes, alterations, additions or personal use requests to or on the Common Elements must apply for permission by written request using the Windwood Condominium Association's approved request consent forms.
2. Specifically the storage or display of personal items, garden tools, firewood and pet/bird houses/feeders are prohibited on Common Elements. The exceptions to these are 4 X 6 U.S. and state of Wisconsin flags and properly placed for sale signs.

Section 5.02 – Limited Common Elements. The Association has determined that yard areas adjacent to the units and delineated by an approved landscape divider and the unit's foundation constitute an exclusive use Limited Common area. They have also deemed the following to be included as Limited Common Elements.

1. Flat decks, screened decks, roofed decks and any exterior additions.
2. Footings, foundations, exterior walls (framing, insulation, sheathing, siding), ceilings (framing, insulation, vapor barrier) and roofs (rafters, joists, trusses, sheathing, insulation and shingles).
3. All trees, shrubs, bushes, flowering plants and ground cover (mulch and stone) adjacent to each unit and within that unit's exclusive use area.

Section 5.03 – Repairs and Maintenance of the Common Elements. The repairs and maintenance of the Common Elements shall be the responsibility of the Association with the exception of those items previously approved by the Board of Directors and designated as grandfathered unit owner specific responsibility.

Section 5.04 – Repairs and Maintenance of the Limited Common Elements. The repair, maintenance, redecoration or replacement of Limited Common Elements, as set forth previously, shall be the duty and responsibility of the respective unit owners but shall be subject to the control and approval of the Association in order to maintain uniformity of materials and appearance. The following Limited Common Elements are not included in the unit owner responsibility for repair, maintenance, redecoration or replacement.

1. Footings, foundations, exterior walls, ceilings or roofs.
2. Exterior light posts, front stoops, sidewalks and concrete driveways.
3. End of useful life replacement for windows and overhead garage doors will be determined by and replaced by the Association.
4. Unit owners may request consent and approval for alterations, additions or special use of or to the Limited Common Elements from the Board of Directors but must apply in writing using the Association's approved request consent forms with diagrams and detailed descriptions.

## **ARTICLE VI**

### **RULES AND REGULATIONS**

Section 6.01 – Administrative Rules. The Association may adopt administrative rules and regulations governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and, to establish penalties for the infraction thereof. Such rules and regulations may be changed and revised from time to time as deemed necessary by the Board of Directors of the Association. Administrative rules carry the same weight as does the Declaration, By-Laws or recorded deed restrictions and can be enforced vigorously as allowed by Chapter 703 of the Wisconsin State Statutes.

## **ARTICLE VII**

### **FINANCING AND PROPERTY TRANSFER**

Section 7.01 – Financing and Property Transactions. The Association may borrow money, mortgage or pledge any or all of its real or personal property as security for money borrowed for debts incurred. Further, the Association may dedicate, sell, or transfer any or all of the common elements for such purposes and subject to such conditions as may be agreed by the unit owners and permitted by statute or city ordinance

**ARTICLE VIII**  
**ARBITRATION**

Section 8.01 – Arbitration. In the event the Association cannot reach agreement by virtue of repeated tie votes with respect to an Association action, the same shall be settled by arbitration, with each side appointing one arbitrator and the two arbitrators appointing the third arbitrator, and with the fees and expenses of such arbitrators to be shared equally by each unit.

**ARTICLE IX**  
**ADMENDMENT**

Section 9.01 – Amendment. These By-laws may be amended by an affirmative vote or by agreement of 67% of the owners. By-Law amendments do not require consent of Mortgagees nor do they need to be recorded by the Register of Deeds.

**ARTICLE X**  
**FISCAL YEAR**

Section 10.01 – Fiscal Year. The fiscal year of the Association shall run from 1<sup>st</sup> October through 30<sup>th</sup> September of the following calendar year.